

# Terms of Use

Revision 9 on December 7, 2021

## Copyright and Trademark Notices

*The Terms of Use and all Content provided by Glewee are subject the copyright 2021 of The Glew LLC d/b/a Glewee.com. All rights reserved.*

## IMPORTANT

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY THE GLEW, LLC (hereinafter referred to as "GLEWEE"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE VARIOUS GLEWEE.COM PLATFORMS AND APPLICATIONS ("PLATFORM"), AND ANY OTHER FEATURES, CONTENT, OR APPLICATIONS OFFERED FROM TIME TO TIME BY GLEWEE IN CONNECTION THEREWITH (COLLECTIVELY "SERVICE(S)"). BY USING THE PLATFORM OR SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE PLATFORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE PLATFORM OR SERVICE, THIS INCLUDES ALL CLIENTS, BRANDS AND CREATORS AS DEFINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN GLEWEE.COM APPLICATIONS OR PLATFORM.

GLEWEE PLATFORM, APPLICATIONS AND SERVICE ARE NOT TARGETED TOWARDS, NOR INTENDED FOR USE BY, ANYONE UNDER THE AGE OF 13. IF YOU ARE BETWEEN THE AGES OF 13 AND 18, YOU MAY ACCESS AND PARTICIPATE GLEWEE PLATFORM, APPLICATIONS AND SERVICE ONLY UNDER THE SUPERVISION OF A PARENT OR LEGAL GUARDIAN WHO AGREES TO BE BOUND BY THESE TERMS OF USE.

## Modification of Terms of Use

Glewee reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform or by sending you an email. Glewee may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

## Contact

You may contact Glewee at the following postal address: 200 North Garden Avenue, Clearwater, Florida 33755. For legal service of process, you must serve the appropriate registered agent. You agree to receive legal notice or important information via the contact information you provided in the User Registration Form.

## Acceptance of Terms

Acceptance of these Terms is effective and agreed to upon by registering for a User Account and is re-accepted upon each time a User logs into their respective User Account. The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the "Terms of Use") and all other operating rules, policies and procedures that may be published from time to time on the

Platform by Glewee. These Terms of Use supersede any previous agreements entered into by the parties, Glewee, or other users of the services of Glewee.

The Service is available only to legal entities or individuals who are at least 18 years old or have consent and signature from a parent or guardian should the individual be between the ages of 13 and 18. You represent and warrant that if you are an individual, you, or your parent or legal guardian if applicable, are of legal age to form a binding contract and are at least 18 years old, and if applicable, that you are authorized to legally bind any legal entity for whom you are acting on their behalf, and that all registration information you submit is accurate and truthful. Glewee may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

## Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service (including, without limitation, any Content, or User Submissions (both as defined below)) is provided only for the Users. You are responsible for all of your activity in connection with the Service, including meeting deadlines and confirming submissions. For purposes of the Terms of Use, the term "Content" includes, without limitation, any advice, suggestions, information, data, text, media, and interactive features generated, provided, or otherwise made accessible by Glewee or its partners, between Users, on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Glewee or any third party;
- or impersonates any person or entity, including any employee or representative of Glewee.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Glewee in its sole discretion) an unreasonable or disproportionately large load on Glewee's or Glewee's Provider's information technology infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Glewee may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform.

You shall not: (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Glewee reserves the right to remove any Content from the Platform or Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Glewee is concerned that you may have violated the Terms of Use), or for no reason at all.

## Registration

As a condition to using certain aspects of the Service, you will be required to register with Glewee and select a password and screen name (the "Glewee User ID"). You shall provide Glewee with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Glewee account. You shall not (i) select or use as a Glewee User ID a name of another person with the intent to impersonate that person; (ii) use as a Glewee User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Glewee User ID a name that is otherwise offensive, vulgar or obscene. Glewee reserves the right to refuse registration of or cancel a Glewee User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Glewee password. You shall never use another user's account without such other user's express permission. You will immediately notify Glewee in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

## Glewee and Platform Content

You agree that the Service contains Content specifically provided by Glewee or its partners, customers, clients or agencies ("Brands"), and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Service. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you, (i) without the consent of the respective owners or other valid right as contemplated herein, and (ii) in any way that violates any third party right.

You may, to the extent the Platform expressly authorize you to do so, download or copy the Content, and other items displayed on the Platform for download, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form other than what is contemplated herein. Other than what is agreed with the Client any copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from Glewee or Client, or from the copyright holder identified in such Content's copyright notice.

## User/Creator Submissions/Intellectual Property

As a User contractor ("Creator" or "User" or "Influencer") the Service may provide you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, "posting") advice, suggestions, information, data, text, media, or other information to the Services ("User Submissions"). By posting or submitting User submissions on or at any of the Platform or otherwise through the Service, or displaying, publishing, or otherwise posting any content on or through the Platform or the Service, you hereby represent and warrant that you own or otherwise control all rights to such User submissions; and understand that Glewee will not be liable for any errors or omissions in any content.

Glewee does not endorse and has no control over any User submission. Glewee cannot guarantee the authenticity of any data which User may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Glewee be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Service.

It is expressly understood that the Brand is the holder of any copyright, trademark or intellectual property (hereinafter referred to as the "IP") that is identified in the campaign for permissive use by the Creator.

Accordingly, Brand gives licensee to the Creator to integrate the IP into Creators social media at the direction and instruction of the Campaign.

Brand represents and warrants to the Creator as licensee that it is the sole and exclusive owner of certain IP which are described in specific Campaign.

Brand represents and warrants that it has registered and obtained registration certificate from the United States Patent and Trademark and Copyright Office with respect to the IP.

By entering into a Campaign between Creator and Brand, Creator will obtain a license to use the IP in connection with its social media at the direction of the Brand and Brand agrees to grant Creator such a license subject to the terms and conditions set forth in the Campaign and this Agreement.

Brand further represents and warrants that it has full and unrestricted power and authority to enter into the Campaign as contemplated herein and to grant Creator the license to use the IP as set forth in the Campaign and this Agreement.

## **Creator Contractors**

Any User as a Creator contractor, upon acceptance of a campaign assignment shall be solely responsible for their performance and conduct in the carrying out of their campaign assignment. Creators agree to indemnify and hold harmless Glewee for any error or mistake by Creator. In addition, Creator agrees to not privately contract with Brands, unless there was a prior, ongoing, and significant relationship between the Creator and the Brands.

By logging into our Platform and/or selecting a campaign assignment you are agreeing to our Terms of Use. Pursuant to such, you are confirming that there are no ethical conflicts or scheduling issues which would preclude you from completing the assignment and contracting with the indicated party. If you are selecting a bundle/group of assignments (the "Assignment(s)"), you understand that there is a chance that our client will cancel one or more Assignments in the bundle which would make completing the remaining Assignments less profitable. You understand that your Assignment will not be deleted absent unusual extenuating circumstances or emergencies and that said Assignment deletion will be at the sole discretion of Glewee.

Your Assignment for the requesting Brand is only temporary and lasts for only the period of time contemplated to complete the Assignment. Once you have uploaded your Submission, you are not further obligated, nor are you authorized, to work the campaign, or perform any other tasks for the represented Client Brand until such "Submission" is approved and so authorized for dissemination as specifically identified in the campaign.

## **Creators Term**

These Terms of Use are effective for one year following the date of acceptance or re-acceptance. This Agreement is automatically deemed re-accepted and renewed on a yearly basis until terminated by either party or upon subsequent access to the Platform.

## **User/Creator Quick Deal**

The quick deal ("Quick Deal") feature on the Glewee platform specifically relates to an expedited service provided by Glewee whereby the Creator and the Brand can enter into a onetime campaign agreement where the parties have no further obligations after the onetime event is achieved. All other terms and conditions apply to this transaction other than the transitory nature of the Quick Deal. The Quick Deal fee is set at an initial baseline fee by Glewee based upon the amount of followers of the Creator and subject to

adjustment from time to time by the Creator prior to the confirmation of the applicable Quick Deal. All other terms of service and conditions apply.

## **Creators Confidentiality**

The Creator understands and agrees that in the course of providing social media representation for the Glewee Brands and their Clients, Creator will have access to certain information about the Glewee Brands and their Clients and the Client's customers which is confidential in nature. The Creator understands and agrees that such information must be used solely to perform the campaign contemplated by these Terms of Use/Service and may not be disclosed or made available to any third party, Agent, or employee for any reason whatsoever, other than required by law or as permitted by these Terms either during your participation with Glewee or after the termination of our business relationship.

Upon the conclusion of each Assignment with the Glewee, Influencer shall return to the Brands or all of the confidential information transmitted under these Terms and shall not retain any copies thereof unless authorized in writing by Brands, unless the Influencer, is required to retain materials in hard or digital format for a certain amount of time.

## **Creators Compliance & Credential Verification**

Creator represents and warrants to Glewee and to Brands that the information provided by Creator on the User Registration Form, resume and Compliance Documents is accurate and complete. Said information constitutes a material portion of the inducement for Glewee and Brands to offer these Terms of Use, Services and Compensation. Should Creator fail to upload required compliance and/or supporting credentialing information within 10 days of acceptance of campaign assignment(s) which require same, Glewee reserves the right to withhold and/or retain any compensation due to Creator. Creator agrees to indemnify and hold Glewee harmless from all claims alleged against or damages suffered by Glewee which are attributable in part or in whole to any omissions or inaccuracies as contained in any such information.

## **Creators Performance**

Creator expressly recognizes and understands that payment for the campaign assignment is completely subject to the approval of the Brands and approval of the submissions by the Creator may be unreasonably withheld or rejected. Creator represents, warrants and agrees that should a Brand express dissatisfaction with a Creator's performance of his or her obligations, duties or services, related to the campaign, shall promptly notify the Creator through the Platform of the substance of the dissatisfaction or rejection and therefore no payment will be due to the Creator. Creator agrees to be reasonably responsive to any issues which are made known and information provided in order to complete the campaign. Creator agrees to diligently assert and perform any and all services or obligations required to remedy the situation or dissatisfaction by working with Glewee and Brand.

Finally, per our Terms of Use and Internal Policies, it is the responsibility of all Creators to submit campaign assignment via Glewee's Platform within the time period identified in the assignment.

By accepting an assignment/campaign, or generally interacting with Glewee's Platform Glewee, platform, systems, employees, staff, or customers - Creators acknowledge that no employment contract, or other agreement for services is created. Nor is Glewee obligated to provide Creators with business opportunities. Glewee's obligation to compensate Creator arises only after the Creator completes the assignment and uploads/submits the campaign to the Glewee system within specified time period identified in the accepted campaign and is approved by Brand for publication.

It is expressly understood that Glewee and its customers and clients reserve the sole right to remove Creator Assignments, and/or assignment/campaign opportunities from a Creator at any time, regardless of progress or acceptance of the campaign assignment for any or no reason whatsoever.

## **Creators Rates and Expenses**

Creator agrees and acknowledges by consent to each campaign and/or assignment to the compensation identified in that specific campaign/assignment and that the compensation for each particular campaign or Assignment under these Terms of Use are not to be discussed, negotiated nor invoiced to any other person, Glewee or Brand. Glewee, nor Brands, does not have an obligation to pay any expenses of the Creators which includes, but is not limited to travel expenses, printing costs, automobile mileage, meals and lodging, except in certain, specific circumstances of instances where such expenses have been pre-authorized by Glewee or Brands. Creator has no authority to incur any expenses on behalf of Glewee or Brand.

## **Glewee Obligations**

Glewee will not control Creators' exercise of independent professional judgment in providing services for and on behalf of Brand and their clients. And to the extent reasonably possible, will Glewee, in no way, interfere with the influencer/client relationship outside the normal vendor/client course of business. Further, Creator acknowledges compensation due to Creator is subject to a fee payable to Glewee that has been identified in the campaign Assignment and the applicable fee is due and payable only upon confirmation of the approval of the submission by Brand.

## **Brand**

Brand, upon posting a new Assignment or campaign to the Portal shall be solely responsible for the accuracy of the information inputted into the Platform. In addition, Brand shall, in a timely manner, update said information should any circumstances change. Brand agree to not privately contract with Creators, unless there was a prior, ongoing, and significant relationship between the Creator and the Brand. Brand agrees that they have their client's informed consent to contract with Glewee and the Creator. Brand will promptly notify Glewee in the event of a conflict. As stated above, Glewee is not responsible or liable for any content or information uploaded to our system or Platform by Creators or client brands and agencies. It is your responsibility to ensure the accuracy and validity of any content or information uploaded to our system or Platform. We provide access to content, note, dialogue and other information as a convenience only. In addition, Brand agree that Glewee is not liable for the actions or inactions of the Independent Creators, nor the outcome of specific campaigns or assignments posted to Glewee Platform. Further they agree to hold Glewee harmless for the actions or inactions of the Independent Creator Contractors.

All users under a Brands account "Brand Account" agrees and confirms that they have the express authority to waive certain compliance requirements of that "Brand Account." Glewee will waive compliance requirements only on written confirmation of such from a user of the "Brand Account".

## **Brand/Creator Payment**

Brand agrees to create an account with a third-party vendor provided by Glewee, that will facilitate the transfer, and reserve of the funds identified in each campaigns budget and the Brand Platform Fee which is further identified in the Platform fee schedules which can be found on the Glewee Platform and is hereby incorporated by reference and consent herein.

Upon initiation or start date of each campaign the Brand expressly authorizes Glewee to electronically debit the Brand account for the full amount of the campaign budget plus the associated Brand Platform Fees to Glewee account where the funds will be held until completion of the campaign, subject to the terms herein.

Upon Brand acceptance of the Creator submission for each campaign Glewee is authorized by the Brand to fulfill payment for the campaign budget to the Creator minus the Creator Platform Fee which is further identified in the Creator Platform Fee schedules which can be found on Glewee Platform and is hereby incorporated by reference and consent herein.

If Brand determines in its sole discretion that a Creator submission(s) did not meet Brand expectations, Brand must notify the Creator through the Portal within 10 business days of the Creator submission on the Platform.

In the event of Brand rejection of the Creator submission, which rejection is within the sole discretion of the Brand, the campaign budget shall be refunded to the Brand and the Brand Platform Fee shall be paid and/or retained by Glewee.

## **Brand Cancellation**

Upon cancellation or termination by the Brand of the campaign prior to the Creator submission date, campaign budget shall be refunded to the Brand and the Platform fee shall be paid to Glewee.

## **Termination**

Glewee may suspend or terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Warranty Disclaimer**

Glewee has no special relationship with or fiduciary duty to Brand. Brand acknowledges that Glewee has no control over, and no duty to take any action regarding: which users gains access to the Platform; what Content you access via the Platform; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Glewee from all liability for you having acquired or not acquired Content through the Platform. The Platform may contain, or direct you to Platform containing, information that some people may find offensive or inappropriate. Glewee makes no representations concerning any content contained in or accessed through the Platform, and Glewee will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Platform.

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GLEWEE, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

FURTHERMORE, IT IS EXPRESSLY UNDERSTOOD THAT USERS ACKNOWLEDGE AND AGREE THAT THIS SERVICE AND SITE, INCLUDING BUT NOT LIMITED TO ALL TEXT, DATA, IMAGES, GRAPHICS, PHOTOGRAPHS, AUDIO, VIDEO, SOFTWARE, INFORMATION, PROGRAMS, ARTICLES, COMMENTS, STORIES, MESSAGES, POSTINGS, INFORMATION, CREATOR MATERIALS (AS HEREINAFTER DEFINED), REGISTRANT CONTENT (AS HEREINAFTER DEFINED) AND ALL OTHER CONTENT (COLLECTIVELY, "CONTENT") PROVIDED IN CONNECTION WITH THE SITE BY GLEWEE OR THIRD PARTIES ON BEHALF OF GLEWEE, AND ALL REGISTRANT CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO CONSTITUTE OR SUBSTITUTE FOR (I) MEDICAL ADVICE OR COUNSELING, (II) THE PRACTICE OF MEDICINE INCLUDING BUT NOT LIMITED TO PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, (III) THE PROVISION OF HEALTH CARE DIAGNOSIS OR TREATMENT, OR (IV) THE CREATION OF A PHYSICIAN-PATIENT OR CLINICAL RELATIONSHIP BY GLEWEE OR ANY OF GLEWEE' AGENTS, AFFILIATES, EMPLOYEES, CONSULTANTS OR SERVICE PROVIDERS (COLLECTIVELY, WITH

GLEWEE, THE "GLEWEE PARTIES"). YOU ACKNOWLEDGE AND AGREE THAT, IF APPLICABLE, CONTENT IS FOR INFORMATIONAL PURPOSES ONLY AND SPECIFICALLY ADVISE ANY RECIPIENTS OF SUCH CONTENT THAT IT SHOULD BE USED ONLY IN CONJUNCTION WITH THE GUIDANCE AND CARE OF A PHYSICIAN AND THAT SHOULD THEY HAVE ANY QUESTIONS OR WISH TO SEEK ADVICE REGARDING A MEDICAL CONDITION, DIET, NUTRITIONAL SUPPLEMENTS, AN EXERCISE REGIMEN OR ANY OTHER MATTER RELATED TO HEALTH OR GENERAL WELL-BEING, THEY AGREE TO CONSULT WITH A PHYSICIAN BEFORE UTILIZING ANY CONTENT APPEARING ON A CAMPAIGN INITIATED FROM THIS SITE.

## **Reciprocal Indemnification**

Each Party shall defend, indemnify, and hold harmless the other party, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to use of the Platform or their own use or misuse of, or access to, the Platform, Service, Content or otherwise from the Creator User Submissions, (ii) their own violation of the Terms of Use, or (iii) their own infringement Glewee of any intellectual property or other right of any person or entity and (iv) their own negligence or willful misconduct. Each party reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you or Glewee, in which event you or Glewee will assist and cooperate with Glewee or you in asserting any available defenses.

## **General Content Disclaimer**

By using the Service, you agree that Glewee shall not be responsible for (1) any Content, (2) any person's reliance on any such Content, whether or not correct, current and complete, or (3) the consequences of any action that you or any other person takes or fails to take based on any Content or otherwise as a result of your use of the Service.

## **Dispute Resolution**

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Glewee agree that any cause of action arising out of or related to the Service or its existence must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida and the United States of America. The Venue for all purposes in connection with this Agreement shall be the County of Pinellas, State of Florida. In the event Glewee reasonably retains counsel for the purpose of enforcing or preventing the breach of this Agreement or any provision hereof, including, but not limited to, instituting any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder, for an action seeking injunctive relief to enforce any provision herein, for any other judicial remedy, or defends against any action arising from this Agreement or the relationship between a posting firm or network influencer, then Glewee shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the initiating or defending party for all costs and expenses incurred thereby, including reasonable attorneys' fees and, if applicable, reasonable charges for in-house counsel, and attorneys employed by Glewee.

## **Integration and Severability**



The Terms of Use are the entire agreement between Users and Glewee with respect to the Service and use of the Platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Users and Glewee with respect to the Platform. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## Privacy

Glewee's current Platform privacy statement is located at [www.glewee.com](http://www.glewee.com) (the "Privacy Policy") and is incorporated into these Terms of Use. For inquiries regarding the Privacy Policy, or to report a privacy related problem, please contact [info@glewee.com](mailto:info@glewee.com).

## Miscellaneous

No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use. Glewee shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Glewee's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Use are personal to the User and are not assignable or transferable by you except with Glewee's prior written consent. Glewee may assign, transfer or delegate any of its rights and obligations hereunder without consent. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

**The quick deal ("Quick Deal") feature on the Glewee platform specifically relates to a expedited service provided by Glewee whereby the Creator and the Brand can enter into a onetime campaign agreement where the parties have no further obligations after the onetime event is achieved. All other term and conditions apply to this transaction other than the transitory nature of the Quick Deal. The Quick Deal fee is set at an initial base line fee by Glewee and subject to adjustment by the Creator based upon the amount of followers the creator has as of the date of the Quick Deal and may be adjusted accordingly prior to the confirmation of the applicable Quick Deal. All other terms and conditions apply.**