



Inline Digital, Inc. Terms of Use

Last Modified: April 25, 2019

Please read these Terms of Use (collectively with Inline Digital, Inc.'s Privacy Policy, the "Terms") fully and carefully before using the Inline Digital, Inc. App and the services, features, Content (defined below) offered by Inline Digital, Inc. ("INLINE", "we", "us" or "our") (together with the app, the "Services"). These Terms set forth the legally binding terms and conditions for your use of the Site and the Services.

By using the Services and the Content, you, on behalf of your Brand (as defined below), as applicable (collectively, "You" or "Your"), agree to be bound by these Terms and by our Privacy Policy. If You object to anything in these Terms or the Privacy Policy, You are prohibited from using the Service.

THE TERMS ARE SUBJECT TO CHANGE BY US AT ANY TIME, EFFECTIVE UPON POSTING THROUGH THE SERVICE. BY ACCESSING THE SERVICE AFTER ANY SUCH CHANGE, YOU ACCEPT THESE TERMS AS MODIFIED. YOUR RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. IF YOU ARE ACCESSING THE SERVICES ON BEHALF OF YOUR EMPLOYER, BRAND, OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF.

THE INLINE SERVICE.

INLINE provides a number of Internet-based services through the app. Users who would like to sell Products through Brand Pages must also enter into the Brand Page Agreement.

ACCEPTANCE OF TERMS

- A. By registering for and/or using the Services in any manner, You agree to these Terms and all other operating rules, policies and procedures that may be published from time to time on the Services by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to You.
- B. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.
- C. These Terms apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

ELIGIBILITY

By using the Services or registering for an Account, You represent and warrant that You are, or are an employee, officer, consultant, agent or affiliate of an Brand that has contracted with INLINE to establish an INLINE subscription and sell certain goods through INLINE's app. We may, in our sole discretion, refuse to offer the Services to You, or any person or entity and change eligibility criteria at any time. You

are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to You and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Your use, and not for the use or benefit of any third party.

REGISTRATION

- A. To get the most benefit from the Services, You may be required to register for an account on the Services (an "Account"). You must provide accurate and complete information and keep Your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than You without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on Your Account, and for keeping Your account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any breach of security or unauthorized use of Your Account. You should never publish, distribute or post login information for Your Account. You shall have the ability to delete Your Account, either directly or through a request made to one of our employees or affiliates.
- B. As part of the Services, we may ask You to link Your third party accounts ("Third Party Accounts"). By signing into the Service through or linking Your Account to any Third Party Account, You permit us to access and aggregate certain information from Your profiles on such sites for use by the Service. You ultimately control how much information is accessible via Third Party Accounts via Your privacy settings on such sites. Please note that these account sharing restrictions may result in You being unable to use some or all features of the Service. When You use the Service, You are authorizing us to collect, store, and use, in accordance with our Privacy Policy, any information that You permit the third party websites to provide to us and to access tokens made available by those third party websites.

CONTENT

- A. **DEFINITION.** For purposes of these Terms, the term "Content" includes, without limitation, videos, audio clips, written posts and comments, information, data, text, photographs, software, scripts, graphics, trademarks, logos and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all Product Content and User Content (as defined below).
- B. **USER CONTENT.** All Content relating to Your Products that You submit through the Services ("Product Content") and all other Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person or Brand from which such Product Content or User Content originated. You acknowledge that all Content, including Product Content and User Content, accessed by You using the Services is at Your own risk and You will be solely responsible for any damage or loss to You or any other party resulting therefrom. You may delete or remove Your Product Content or User Content, either Yourself or through a request made to one of our employees or affiliates. When Your Product Content or User Content is deleted, it will be removed from the Services. However, You understand that any removed Product Content or User Content may persist in backup copies (and on the **INLINE**

website) for a reasonable period of time (but will not following removal be shared with others). By accepting these Terms, You agree to provide INLINE with certain Product Content or User Content, including but not limited to: a master account list, sample purchase orders, terms and conditions for purchase orders, accepted methods payment, images from Your Brand's collection of goods being offered for sale through the Services and other information related to the style, branding, sizing, material composition and appearance of Your Brand's goods.

- C. NOTICES AND RESTRICTIONS. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws ("Intellectual Property"). You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services. You or any user affiliated with You, are strictly prohibited from using any Intellectual, including but not limited to any Content specifically provided by us, our partners or our users as well as any aspect, feature, design element, user interface or source code of the Services, outside of the Services or in any way not expressly authorized by the applicable rightsholder to such Intellectual Property.
- D. USE LICENSE. Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes related to the purchase and sale of Your goods through the Services (a "Business Use"). Use, reproduction, modification, distribution or storage of any Content for other than a Business Use is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content in any way that violates any third party right.
- E. LICENSE GRANT. By submitting User Content through the Services, You hereby do and shall grant us a worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). By submitting Product Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, and perform such Product Content solely for the purpose of providing the Services, and for no other purpose. You represent and warrant that You have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- F. AVAILABILITY OF CONTENT. We do not guarantee that any Content will be made available on through the Services. Further, we have no obligation to monitor the Site or the Services. However, we reserve the right to (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to You and 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 we are concerned that You may have violated these Terms), or for no reason at all and (ii) to remove or block any Content from the Services.

RULES OF CONDUCT

- A. As a condition of use, You promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of Your activity in connection with the Services.
- B. 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, including without limitation any Product Content or User Content, that:
 - i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
 - ii. You know is false, misleading, untruthful or inaccurate;
 - iii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
 - iv. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
 - v. 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 ours or of any third party;
 - vi. impersonates any person or entity, including any of our employees or representatives; or
 - vii. includes anyone's identification documents or sensitive financial information.
- C. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
- D. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that You receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- E. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

TERMINATION

We may terminate Your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with Your membership. If You wish to terminate Your Account, You may do so by

notifying an employee of INLINE. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

WARRANTY DISCLAIMER

- A. We have no special relationship with or fiduciary duty to You. You acknowledge that We have no control over, and no duty to take any action regarding:
 - i. which users gain access to the Services;
 - ii. what Content You access via the Services;
 - iii. what effects the Content may have on You;
 - iv. how You may interpret or use the Content; or
 - v. what actions You may take as a result of having been exposed to the Content.
- B. You release us from all liability for You having acquired or not acquired Content through the Services. The Services may contain, or direct You to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any Content contained in or accessed through the Services, and it will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.
- C. You acknowledge that INLINE shall not be responsible for any and all unpaid orders placed through the Services and release us from all liability with respect to any lost profits or other damages related to these orders.
- D. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND 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. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to Your use or misuse of, or access to, the Services, Content, or otherwise from Product Content or Your User Content, violation of these Terms, any infringement by You, any unfulfilled or lost orders caused by You, or any third party using Your account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in asserting any available defenses. For clarity, You further agree to promptly reimburse INLINE and any other indemnified person hereunder for all expenses (including fees and disbursements of counsel) as they are

incurred by INLINE or such other indemnified person in connection with investigating, preparing for or defending, or providing evidence in, any pending or threatened action, claim, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not INLINE or any other indemnified person is a party thereto) and in enforcing these indemnification provisions. Your indemnity, contribution, reimbursement and other obligations under these indemnification provisions shall be in addition to any liability that You may otherwise have, at common law or otherwise, and shall be binding on Your successors and assigns.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF ONE HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU

GOVERNING LAW AND JURISDICTION.

These Terms shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

ENTIRE AGREEMENT AND SEVERABILITY.

These Terms are the entire agreement between You and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms 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.

MODIFICATION.

We reserve the right, in our sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending You notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict Your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also Your responsibility to check these Terms periodically for changes. Your continued use of the Services following notification of any changes to these Terms constitutes acceptance of those changes.

MISCELLANEOUS.

- A. **FORCE MAJEURE.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- B. **ASSIGNMENT.** These Terms are personal to You, and are not assignable, transferable or sublicensable by You except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- C. **AGENCY.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.
- D. **NOTICES.** Unless otherwise specified in these Terms, all notices under these Terms 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 e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to ben@inlinedigital.io.
- E. **NO WAIVER.** Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide You with written notice of such waiver through one of our authorized representatives.
- F. **HEADINGS.** The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

CONTACT. You may contact INLINE at the following address: 54 NOLL ST. APT 323 BROOKLYN, NY 11206