

# Terms of Service Agreement

Last updated August 20, 2020

Welcome to the **Uplify.app** website (the "Site", hereinafter Uplify). Uplify provides services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). In addition, when you use any of our services, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. We reserve the right to change this Site and these terms and conditions at any time.

Please note: accessing, browsing or otherwise using of the site indicates that you agree to all the terms and conditions in this agreement, so please read this agreement carefully before proceeding.

This site is operated by Uplify Advertising Services OÜ with residence in Tallinn, Estonia. Register #16031178.

Located: Ahtri 12, Tallinn, 10151, Estonia

## **Legal capacity to Transact**

Persons who are not up to the age of 18 must not use the website. By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years. Should Uplify suffer any damage or other losses as a result of a transaction entered into by a minor, Uplify reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with Uplify.

## **Our Services**

Uplify serves as a platform for companies and individuals who wishes to place advertisement into livestream of streamers. Livestream is mainly a translation of data using sound and video in real time. Uplify connects business or individuals and streamers on this platform.

## **Email newsletter**

If you sign up to our newsletter we may use your email address to send you information about products or services. You can opt out of these at any point and you can ask for personal data to stop being recorded at any time.

## **Privacy**

Please review our Privacy policy, which also governs your visit to our website, to understand our practices: [uplify.app/legal/policy.pdf](https://uplify.app/legal/policy.pdf), customers by accessing this website, consent that all information, data and details supplied by them are not false but correct.

## **Referral Program Purpose**

Uplify referral program permits Uplify registered Streamers to earn additional money by referring Uplify to new Streamers. Referring Streamers can get 5% of Referred Streamers income. Only Streamers who have accepted at least one Uplify payment are available to participate. The maximum amount of deductions for the referral program is \$ 5000. To participate, Referred Streamers must register and agree to Uplify Terms of service and privacy policy.

Streamers are encouraged to invite other streamers to the service to increase streamers base. Uplify shall make a referral commission equal to 5% off the income for person who was invited to the invitee less service (Uplify) commission.

## **Compensation**

Uplify shall reward streamers who referred other streamers to this platform. Such reward will continue until the referral payoff to the streamer who invited others reaches \$5,000 per one invited person. Upon reaching \$5000 referral income stops. Please take note of this. Streamers can invite any number of other streamers (invitees), overall payoff for all invited streamers is not limited except the \$5000 maximum per one person.

## Restrictions

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of the placing advertisements on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by us in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by us in advance. We reserve the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, if we believe that customer conduct violates applicable law or is harmful to our interests.

Users are vehemently and specifically prohibited from engaging in the following:

i] committing, aiding, perpetuating a criminal offense, send or spread Trojan, virus, worm or any technologically dangerous and heinous materials or substance on this website.

ii] engaging in any data mining, data harvesting, data extracting, or any similar activity in relation to this website

iii] corrupt data, hack into any aspect of the service or cause a provocation on other website users.

iv] Sending spam [i.e. unsolicited advertising or promotional materials] or a plot to disrupt the performance of the computer facilities of or accessed through this website.

v] uploading obscene and corrupt photos or videos like pornography, including mature or any 18+ rated content.

vi] Wrong use of the website in any way that may occasion or cause harm to the website or contrary to the stipulated applicable laws and regulations.

Any contravention of any of the terms and conditions expressly set out here will result into substantial and irreparable which will also amount to a criminal offense. We will report such contravention and violation to the relevant law enforcement agencies and reveal your identity to them so be properly guided please as we frown against illegality and wrongful use of this website.

### **User referral Link**

Users are allowed to share their unique invitation link in order to invite more streamers to a service (New users). This referral link will lead you to a sign up page on Uplify.

Users are not allowed to spam people they do not know all in a bit to make referral and engaging in paid advertisement that seeks to promote or make awareness for their link.

### **Invitation through email**

Streamers are allowed to use email and link as a source of making invitation (referral invitations) to their friends. Users should please not spam people they do not know with referral invitation or using automated systems to make awareness for your referral link.

### **Termination and Effect of Termination**

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

**Stats** Streamer can check stats and be up to date with those who was invited.

Table contents:

Streamer — invitee's email

Description — invitation date

Status: Invited/Accepted

Money earned — overall amount.

Refreshes on monthly basis.

### **Payment Terms**

Payment can be made by Direct Debit. Bank details are requested on the insertion order form which must be signed by the advertiser/agency. Payment will be debited on the day that the request for advertisement is received by us.

Be aware that any commissions or fees for the money or money transferring and processing lay on the streamer, including PayPal fees.

### **Cancellations**

No cancellations will be accepted after space closing date. Uplify reserves the right to repeat the previous advertisement if material is not provided by material due date.

### **Payment Methods and Processing**

Uplify currently accepts PayPal. Order processing will not begin until we receive all the information we need. Orders placed on a weekend or a Public holiday will not begin order processing until the next business day. Business days are Monday through Friday. We process credit card and PayPal payments after you click the "Submit My Order" button. For credit card and PayPal payments we will email a tax invoice to you with your Order Confirmation.

### **Intellectual property**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the

property of Uplify or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of Uplify with copyright authorship for this collection by Uplify and protected by international copyright laws.

You are granted only limited access for the purpose of viewing the material contained on this website. You are not permitted to publish, manipulate or distribute in any format, any of the copies of the content supplied to you or which appears on this website or use such content in connection with any business or commercial enterprise.

### **Trademarks and copyright**

All trademarks on this website belongs to each trademarks owners so therefore except the contrary is expressly stated, all persons [ inclusive of their names and images], third party trademarks and contents or locations featured on this website are in no way associated or affiliated to Uplify.app and should rely on the existence of such connection or affiliation. Where a brand name is referred to, it is only used to describe the products and services and it is in no way an assertion that such products or services are endorsed by or connected to Uplify.app.

### **Account**

If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

### **Notices**

All notices you send us must be sent to the contact details on this site (link). We may give notice to you at either the email or postal address you provide to us when making a purchase for advertisement. (Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter.) In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and

placed in the post and, in the case of an email that the email was sent to the specified email address of the addressees.

### **Warranties**

Uplify.app makes no representations or warranties of any kind pertaining to this website or the information and materials contained in it

Uplify.app shall not be responsible for any damage, loss or injury suffered by attack, viruses or any technologically dangerous, harmful materials that can destroy your data, computer system, service, computer program or any material by using this website, downloading from the website or any linked website to it.

### **Severability**

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

### **Applicable Law**

The terms and conditions of on this website shall be governed in accordance with the laws of Estonia and all the general terms and conditions of the EU.

### **Dispute Resolution**

Any dispute relating in any way to your visit to Uplify or to the advertisement you subscribe for through Uplify, shall be submitted to confidential arbitration in Tallinn, Estonia, except that, to the extent you have in any manner violated or threatened to violate Uplify's intellectual property rights, Uplify may seek injunctive or other appropriate relief in any state or federal court in the state of [put your state and country], and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the [Put the applicable body in your country]. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no

arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

### **Contact**

In case of any enquiry or question, contact via email: [support@uplify.app](mailto:support@uplify.app).

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