

## USER AGREEMENT

Crowdiate offers a platform through <www.crowdiate.com> for Clients to hold Competitions or Projects, and for registered users to compete for Prizes or Awards. The details regarding a particular Competition or Project will be provided in a creative brief and set of Rules available on the Website. Registered users may enter a Competition or Project and submit work that will be reviewed by the Client who will select the winner(s).

Prior to opening a user account, you must accept the terms and conditions set out in this Agreement. By registering to use the Website, you are agreeing to be legally bound by this Agreement. This Agreement should be read carefully before ticking the designated acceptance box. If you do not agree with any of the terms and conditions set out in this Agreement, you are not permitted to use the Website.

### Legally Binding Agreement

This Agreement is a legally binding agreement between us, Crowdiate Inc., a Canadian corporation and you, the individual or legal entity using the Website. You represent that you have the right, power and capacity to enter into this Agreement. If you are below the age of 18, you must have your parent(s)' or your legal guardian(s)' permission to use the Website prior to registering. If you are below the age of 18 and do not have your parent(s)' or your legal guardian(s)'s permission you are not permitted to use the Website. If an individual is registering on behalf of a legal entity, the individual must seek the requisite authorization(s) from the legal entity prior to registering and using the Website. If you do not have the requisite authorization(s) from such legal entity, you are not permitted to use the Website.

By registering for a user account, you are also agreeing to abide by all applicable laws and regulations enforceable in the country from where you are accessing the Website.

We may revise this Agreement at any time without notice. By using this Website you are agreeing to be bound by the then current version of this Agreement.

This Agreement is effective as of December 8, 2016.

### Interpretation

The following terms and expressions, shall have the meaning ascribed thereto:

“Agreement” means this legal agreement between you and us that may be updated by us from time to time.  
“Competition” or “Project” means a talent contest or project subject to the Rules conducted via the Website on behalf of a particular Client.

“Client” means one or our clients who has requested that we organize one or more Competitions or Projects on its behalf.

“Crowdiate” means Crowdiate Inc.

“Crowdiate Parties” means Crowdiate Inc., its affiliated entities, designees, licensees, successors, assigns, and their respective shareholders, directors, officers and employees.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, trade names and domain names, rights in get-up, rights in trade dress, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in software, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and

all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Prize” or “Award” means the sum paid or other prize or award awarded to a winner of a Competition or Project. “Rules” means the terms and conditions applicable to a particular Competition or Project.

“Submission” means a submission, such as the photographs, the videos and/or graphic content uploaded by you and any related comments and materials.

“We”, “we”, “us”, “our” means Crowdiate Inc.

“Website” or “Site” means the Internet website <[www.crowdiate.com](http://www.crowdiate.com)> created and set up by us in order to host and broadcast the Submissions on Internet networks and mobile telephone networks and the ancillary services offered by us via the website or otherwise.

“You”, “you” and “your” means the individual or legal entity who accesses and uses the Website via his, her or its user account.

Terms in the singular shall be held to include the plural and vice-versa.

Paragraph headings are for convenience only, and do not affect the rights and obligations of the parties to this Agreement.

### **Registration and User Account**

You must create a user account in order to participate in activities on our Website. When you register for a user account directly, you must choose a password. You may also be able to register for a user account through a social media website or application. In each case, you must provide complete and accurate personal details and you undertake to keep your password confidential, and to notify us immediately if you suspect any unauthorized use of your user account and/or social media account. If you are a legal entity, you may only share your password with authorized representatives. You are responsible for all activities conducted through your account. Any use of the Website by way of your account shall be deemed to have been done by you.

### **Competitions or Projects**

You should carefully read the Rules and Rights Assignment Agreement prior to participating in a Competition or Project. All Submissions must comply with the Rules, and you must abide by this Agreement and the Rules for the entire duration of your participation in a Competition or Project. We reserve the exclusive right to determine whether you are complying with the User Agreement and the Rules. Submissions that do not comply with the Rules will be rejected. The Rights Assignment Agreement is a separate irrevocable legally binding agreement between you and the corresponding Client.

Submissions may only be submitted via the Website and must conform to the technical specifications outlined in the Rules. You must provide all of the information that we request in order to index each Submission.

To enter a Competition or Project, log into the Website and upload your Submission before the deadline listed in the Rules. Submissions that conform to the Rules, adequately respond to the creative brief and that are generally suitable in nature, in each case in our sole discretion, will be evaluated by the applicable Client based on judging criteria set out in the Rules. Clients shall select the winners. Client and Crowdiate’s decisions in respect of all matters related to the evaluation of Submissions, selection of winners and Prizes or Awards will be final. Crowdiate reserves the right to screen each Submission and is not obligated to share any Submission that it deems unsuitable in its sole discretion with a Client.

By participating in Competitions or Projects you have the opportunity to acquire Prizes or Awards, including cash awards. The creative brief and Rules for each Competition or Project has more information relating to the Prizes or Awards for each Competition or Project. Recipients of a Prize or Award will be notified by email by the date specified in the Rules. Prizes or Awards may range in amounts. If your Submission is selected by a Client, you may be eligible for a Prize or Award in the amounts provided in the Rules. If your Submission is not selected by a Client, you will not be eligible for a Prize or Award, and are free to participate in future Competitions and Projects.

To receive a Prize or Award, you will be required to reply to us with a completed set of payment instructions and any other document that the Client requests within thirty 30 days from the day we contact you. Prizes or Awards not claimed by this time shall be forfeited. Crowdiate shall issue payments within 60 days of receiving the completed payment instructions and requested documents. Any amount owing to you shall be paid in accordance with the Rules and the payment instructions that you provide to Crowdiate.

### **Rights to Intellectual Property**

Until such time that the winning submissions are announced or you are approached by the Client to purchase your Submission, you hereby grant to the Crowdiate Parties a global, revocable, and royalty free license to reproduce, modify, display and otherwise use any Submissions (in whole or in part) that you make and any work that you display on the Website in any and all media platforms now known or hereafter discovered solely in connection with the promotion, advertising and marketing of the Website, the provision of the services to you and Client and our business generally.. For clarity, this grant includes, but is not limited to, the right to modify and use the Submissions for internal and external purposes, direct or indirect marketing, communications, market research activities, research and development, consumer panels, promotion, advertisement, and the right to display the Submissions on the Internet, social media websites, video sharing websites and mobile phones. In addition, you agree that your name, approved likeness, photographs and biographical materials may be used throughout the world in perpetuity in connection with the rights granted in this paragraph.

When you make a Submission in connection with a Competition or Project, you hereby agree to be legally bound by the terms and conditions of the applicable Rights Assignment Agreement and to sign all documents required to confirm the exclusive assignment of your Submission to the Client if your Submission is selected. The Rights Assignment Agreement is a legally binding agreement between you and the Client.

### **Referral Incentive**

Upon registering for a user account, you will be provided with a unique URL for making referrals to other creators. If a new user registers for an account using your URL and is selected as a winner of a Competition or Project, you will be awarded a one-time sum in the amount set out on the Website from time to time.

### **Taxes**

You are responsible for disclosing any payments you receive from us to the applicable tax authorities and for the payment of all taxes which may be due as a result of receiving such amounts.

### **Prohibited Content**

You shall not upload or otherwise post any content on the Website that: (i) libels, defames, invades privacy, or is obscene, pornographic, abusive or threatening; (ii) infringes any intellectual property or other right of any entity or person, including, but not limited to violating anyone's copyrights or trademarks; (iii) violates any law; (iv) advocates illegal activity; (v) advertises or otherwise solicits funds or is a solicitation for goods or services; (vi) is otherwise inappropriate in our sole discretion (collectively "Non-Approved Material"). We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Website.

## **Representations and Warranties**

You represent and warrant that: (i) you are the sole owner and author of all aspects of each Submission and all of the Intellectual Property Rights related thereto; (ii) you have not assigned, licensed or transferred to a third party, by any means, some or all of the rights to a Submission, including any right of first refusal, preferential right or right of a similar nature; (iii) you have obtained a signed release in the form attached to this Agreement as Schedule A from any individual included in a Submission; and (iv) that no part of your Submission is Non-Approved Material. In each case, upon request, you undertake to provide proof (i.e., fully executed documentation) without delay of the subject matter of each such representation and warranty.

## **Indemnification**

You hereby agree to indemnify, defend and hold the Crowdiate Parties and the Client harmless from any liability, loss, claim and expense, including reasonable legal fees, related to your breach of this Agreement or use of the Website or any threat, claim, action, demand or proceeding by a third party that the use of one or more of your Submissions, infringes, or may infringe, the rights, including Intellectual Property Rights, of a third party.

## **Suspension/Termination**

We may suspend access to your account without compensation, at any time and without prior notice, temporarily or permanently (i.e., termination) if: (i) you breach any clause of this Agreement; (ii) you provide false or misleading information; (iii) it appears that we may become liable for damages, or incur costs, as a result of your actions or omissions, or it appears reasonably likely that our reputation may be impinged.

If your account is suspended, we will send you an email informing you of the suspension. You may contact us to access your personal information, but any illegal, illicit or content that violates the rights of a third party or public policy will be permanently deleted.

Subject to your right to request a copy of your personal information, Crowdiate reserves the right, without notice and in its sole discretion, to limit access to the Website and/or terminate your use of the Website and Services, and to block or prevent future your access to and use of the Website and Services.

If you want to terminate your user account (which you may do at any time and for any reason), contact [admin@crowdiate.com](mailto:admin@crowdiate.com).

## **Personal Information**

You consent to the collection and use of your personal information that is summarized in the privacy policy that is available on our Website. In particular, please note that this means that you are consenting to us sending you email communications and, if applicable, messages to your social media accounts, regarding upcoming Competitions, Projects, activities and offers. You may unsubscribe from email newsletters and notifications (other than essential account notifications) at any time by emailing [<admin@crowdiate.com>](mailto:admin@crowdiate.com).

If you are under the age of 18, your parent(s)'s or your legal guardian(s) must also consent on your behalf. If you do not have your parent(s)' or your legal guardian(s)'s consent to the collection and use of your personal information that is described in the privacy policy that is available on our Website, you are not permitted to use the Website.

## **Disclaimer**

Crowdiate makes no warranties, expressed or implied, and 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. Further, Crowdiate does not warrant or make any

representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this site.

### **Limitation of Liability**

In no event shall the Crowdiate Parties be liable for any issue, complaint, opposition, claim, or damage, even if one or more of the Crowdiate Parties or an authorized representative has been notified of the possibility of such issue, complaint, opposition, claim, or damage, arising out of or related to: (i) any breach of the Rules or this Agreement by you; (ii) the use of a Submission by a Client ; (iii) any problems with Internet service; (iv) the loss of any data or files submitted by you to Crowdiate; or (v) any negotiation or contract that you enter into with Client.

### **Confidentiality**

You undertake not to reveal to any person, and to consider and treat as confidential, all information relating to a Client or creative briefs as well as all information relating to this Website (collectively, the “Confidential Information”) and to use such Confidential Information solely for the purposes of the Competition. You hereby acknowledge and agree that in the event of any breach of this paragraph, including, without limitation, the actual or threatened disclosure of the Confidential Information without the prior express written consent of the Client, the Client shall suffer irreparable injury and damages, such that no remedy at law shall afford it adequate protection against, or appropriate compensation for, such injury and damages. Accordingly, you hereby agree that the Client shall be entitled to specific performance of your confidentiality obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction, in addition to any remedies it may have hereunder or at law.

When you make a Submission in connection with a Competition or Project, you hereby agree to be legally bound by the terms and conditions of the Confidentiality Agreement set out as Schedule B to this Agreement. The Confidentiality Agreement is a legally binding agreement between you and the Client.

### **Miscellaneous**

This Agreement shall be treated as though it were executed and performed in the Province of Ontario, and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflict of law principles. Any cause of action you may have shall be subject to the limitations set forth in this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in the Province of Ontario. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Failure of Crowdiate or the Client to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Crowdiate and Client may subcontract some or all of its obligation under this Agreement. Crowdiate and Client may assign their rights and obligations arising hereunder, in whole or in part, to any legal entity of their choice without your consent. The terms and conditions of the User Agreement by no means constitute a partnership agreement, agency agreement or joint venture agreement between you, Crowdiate and the Client. In case of conflict between this Agreement and the Rules or another agreement between you and Crowdiate, this Agreement shall prevail. This Agreement and the terms and conditions set out in this Agreement shall survive the suspension or termination of your user account on the Website.

**SCHEDULE A  
RELEASE**

**Submission Description:** \_\_\_\_\_ (the "Submission")

I hereby authorize \_\_\_\_\_ and your contractors, assignees, licensee and designees (collectively, "You") to photograph, film, reproduce and portray my name, likeness, image, voice, ideas, biographical material and performance (individually and collectively all such elements are referred to as "My Performance") for use, in whole or in part, in conjunction with the Submission. I agree that the Submission and My Performance may be altered at the sole discretion of You, and used, in whole or in part, in any manner or media, known or unknown, in perpetuity, throughout the universe, in all of its forms, versions and languages. This authorization also applies to the integration of all or part of the material hereby covered, to all derivative works from the Submission and My Performance. You shall have the unrestricted right to edit, modify, add to, delete, change the sequence of My Performance or any part thereof and to make any other changes You deem appropriate. I understand that I have no rights to the Content (as defined below) or any benefits derived there from and that You have the right to choose not to use My Performance.

To the extent applicable, each contribution made under this Release (the "Content") shall be considered a "work made for hire" and "work made during the course of employment" for You. To the extent any such Content are determined not to be a "work made for hire" or "work made during the course of employment" for You, I hereby assign, transfer and set over to You all right, title and interest in and to such Content and the underlying performances, together with all rights (including copyright and other proprietary rights) in and to such Content, and performances incorporated therein, throughout the universe in perpetuity. I also hereby waive all moral rights in the Content to the fullest extent I am able in all territories of the world in favor of you, your successors and assigns.

I represent that I have the right to enter into this Release and that the rights I have granted in this Release will not conflict with or violate any commitment or understanding I have with any other person or entity.

This Release is governed by the laws of the Province of Ontario and the federal laws applicable therein. I am at least 18 years of age and competent to contract in my own name.

Signature: \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Witness signature: \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Date: \_\_\_\_\_

I am under 18 years of age and have the permission of my parent(s) and/or legal guardian(s) to sign this Release.

Your name: \_\_\_\_\_  
Signature of parent/legal guardian: \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Witness signature: \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Parent/guardian's address/phone/email: \_\_\_\_\_

## SCHEDULE B CONFIDENTIALITY AGREEMENT

By entering a Competition, you are agreeing to be legally bound by this Confidentiality Agreement. This Confidentiality Agreement is a legally binding agreement between the Client and you, the individual or legal entity entering the particular Competition via its, his or her Crowdiate.com user account.

As part of the Competition, Confidential Information (as defined below) may be disclosed to you by the Client.

For purposes of this Confidentiality Agreement, "Confidential Information" shall mean all aspects of any creative briefs, business plans, intellectual property, data, business records, client and customer lists, and all other information which is not generally available to the public (in whatever form, including, without limitation, written, oral or visual) and which may be disclosed to you by Client as part of the Competition.

You promise and agree to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, you further promise and agree: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to use any of the Confidential Information except in connection with Competition and (c) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Client.

You understand and acknowledge that the obligations regarding confidentiality and nondisclosure shall survive the termination of the Competition or your access to the Crowdiate website (whichever shall occur first) and that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Client irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Client shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Client shall deem appropriate. Such right of Client shall be in addition to remedies otherwise available to the Client at law or in equity.

This Confidentiality Agreement and your obligations hereunder shall be binding on your representatives, assigns, successors and heirs, as applicable, and shall inure to the benefit of Client's assigns and successors.

This Confidentiality Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to the principles of conflict of laws, and shall be binding upon the parties hereto worldwide. Any disputes related to this Confidentiality Agreement shall be brought exclusively in the Province of Ontario, located in the City of Toronto and the parties irrevocably consent to the jurisdiction of such courts for the resolution of any such disputes and waive and claim that such courts do not have personal jurisdiction and or that such courts are not the proper venue for the resolution of any such disputes.