

Terms & Conditions

Pets on Q, Inc. and all parties (“Brands” or “Clients” and “Influencers” or “Talent”) endeavor to follow industry best practices, including full, fair and effective disclosures of material facts relating to your relationship with each other in accordance with the Federal Trade Commission’s Guides Concerning Endorsements and Testimonials in Advertising (“FTC Guides”). As such, we require that all, influencers and similar persons (“Influencer” or “Talent”) adhere to the guidelines set forth below (the “Guidelines”) and to the Pets on Q, Inc.’s Campaign Terms and Conditions (the “Terms”) when blogging, tweeting, posting or otherwise publishing content about Brand/Client or Client’s products or services.

We expect that you will respect the intellectual property rights of others, including, without limitation, copyrighted material, trademarks and logos, and trade secret rights, as well as rights of publicity, including the right to use another’s name, likeness, image, voice or other indicia of identity. You may not post or share any content that incorporates any of these elements without first obtaining written permission to do so from the rights holder.

This Means:

You may not post or share any works that You do not own or have a proper license or authorization to use.

You must get written permission from any third parties featured in photos and other content that You post – even if You took the photo yourself.

If You are unsure about any material, particularly in instances where the material includes a third-party’s trademark/logo, or music, film or television clips, or a celebrity’s name, photo or image, you must check with Client before using the material. Our rule is when in doubt, do not post.

Disclose Your Connection to Brand/Client – As set forth in the Terms, when blogging or posting about Client or Client’s products or services, you must clearly disclose your

“material connections” with Client, (i.e. the fact that your post is “sponsored by Client”) and you must include any hashtags requested by Pets on Q, Inc. or Client (such as #ad or #sponsored). Note that while Pets on Q, Inc. and/or Client may provide recommendations and options for disclosures, neither Pets on Q, Inc. nor Client will be responsible for any failure by You to comply with the FTC Guides or any failure by You to obtain all third-party clearances and permissions with respect to content You post.

The above disclosure should be made in close proximity to any statements that You make about Client or Client’s products. This disclosure should be clear and prominent enough for consumers to view it when they are reading your posts. This means that the disclosure should not be buried behind links or in terms and conditions (or in similar documents). In addition, the consumer should not be required to click on, scroll down or mouse over a link in order to view the disclosure

Your statements must reflect your honest and truthful opinions and actual experiences. If a statement is not your opinion, but rather something that Client has asked You to say, this fact should be made clear to readers.

Only make a factual statement about Client or Client’s product/service’s characteristics or qualities which You know for certain is true and can be verified.

You may not send any e-mails on Client’s behalf, nor will Client provide You with any compensation if You send any emails on its behalf.

You must comply with the terms, conditions, guidelines and policies of any service that You use and all applicable laws. Do not include personal information about any third party that

has not been explicitly made available to You to share in your posts. This includes any information that may make it possible for someone to reasonably identify another person.

These Influencer Terms and Conditions (the “Terms”) are entered into by and between Pets on Q, INC., on behalf of its Client or Brand named in any applicable campaign that you further agree to, with regard to Influencer’s performance of spokesperson, influencer, public relations, and social media services for Client effective as of the date of the Campaign (the “Effective Date”).

1) Engagement.

In exchange for agreed upon compensation, products and/or experiences, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as set forth in the Campaign, Pets on Q, Inc. engages Influencer to perform, and Influencer agrees to perform the services specified in one or more Campaigns entered into by Influencer and Pets on Q, Inc. (the “Services”). Except as otherwise expressly provided herein, Influencer will perform the Services at its own expense and using its own resources and equipment.

2) Intellectual Property Rights

(a) No license or other right of any kind is granted by Pets on Q, Inc. or Client to Influencer, except as expressly provided in these Terms. Influencer shall not use Pets on Q, Inc.’s or Client’s copyrights, trademarks, trade names, or other intellectual property in any way except to the limited extent as may be expressly agreed in the Campaign.

(b) Influencer's Content and

Attributes. For the Services which Influencer is providing under these Terms, Influencer gives Pets on Q, Inc., its affiliates and Client the irrevocable, sublicensable, worldwide right and permission to use any Work Product or other video, photo, written or verbal content Influencer shares or provides related to the Services (collectively, "Client-Related Content") in any manner, in whole or in part, and for any purpose in any and in any and all media, including and without limitation, on Pets on Q, Inc.'s, its affiliates and/or Client owned or controlled websites and platforms, social media, any advertising materials, publications, marketing materials, and/or presentations, and in any and all other media, now known or hereafter devised, in perpetuity. Any statements, posts and/or feedback that Influencer provides may be paraphrased, amplified, shortened and/or put into conversational form. Influencer further agrees that Pets on Q, Inc. and/or Client may contact Influencer (including by means of messages on public social media platforms) concerning any Client-Related Content. Influencer acknowledges that participation in the Services means Pets on Q, Inc. and Client has the right to use Influencer's Client-Related Content and include Influencer's name/likeness/social media handle or channel/blog name and any other Influencer attributes in any manner that Pets on Q, Inc. and/or Client determine effectuates the purposes of these Terms, including use in any media that accepts advertising or promotional content or communications (such as, but not limited to, digital, print, television or radio). Influencer agrees that Influencer will not hold Pets on Q, Inc. or Client, or their respective licensees, responsible for any liability resulting from use of Influencer's Client-Related Content in accordance with the terms hereof. Pets on Q, Inc. and Client shall not be liable for any indirect, consequential, exemplary damages (including but not limited to

lost profits) and the combined, aggregate liability of Pets on Q, Inc. and Client hereunder shall not exceed the fees payable to Influencer under the Campaign.

3) Representations and Warranties; Indemnity.

(a) Influencer represents and warrants that: (i) Influencer has the right to assign the Work Product to Pets on Q, Inc. as set forth in Section 2; (ii) the Work Product and other Client-Related Content will be original and will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary or other right of any person, whether contractual, statutory or common law; (iii) the Services rendered by Influencer shall be promptly rendered with due care and shall be of first rate quality; (iv) Influencer shall not, during the term of these Terms, render any services of any kind directly or indirectly for any company competitive with Pets on Q, Inc. or Client or conduct or participate in any program, promotion or other project that would detract from the Services Influencer is providing hereunder; (v) Influencer will not commit any act which brings Pets on Q, Inc. or Client into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which Pets on Q, Inc.'s advertising materials are directed, or which might tend to harm Pets on Q, Inc. or any of Pets on Q, Inc.'s or Client's products or services including, without limitation, disparaging Pets on Q, Inc., Client, their products or services, or their competitors; (vi) Influencer's statements, posts and feedback are true and accurately reflect Influencer's honest opinion and experience with Pets on Q, Inc., Client, and their competitors' products and/or services to the extent applicable, (vii) Influencer agrees that time is of the essence in connection with these Terms and all deadlines provided by Pets on Q, Inc., and (viii) Influencer will comply with all applicable federal, state and local laws,

regulations, administrative guidelines, orders and ordinances, including without limitation, all privacy and data security laws and the terms and conditions of all applicable third party websites, platforms or applications, including by making disclosures in accordance with the FTC Guides as further detailed in 3(b) below, in rendering the Services herein.

Further, Pets on Q, Inc. and its licensors retain all ownership rights in their proprietary platforms, software, websites and technology, including any updates, enhancements, modifications thereto or any back-end technology associated therewith (“Pets on Q, Inc. Platforms”). Influencer will not: (i) copy, rent, lease, sell, distribute, or create derivative works based on the Pets on Q, Inc. Platforms in whole or in part, by any means, except as expressly authorized in writing by Pets on Q, Inc.; (ii) use any Pets on Q, Inc. trademarks without prior written permission; (iii) use or launch any automated system, including, “robots,” “spiders,” or “offline readers,” to send messages to the Pets on Q, Inc. Platforms or systems; (iv) use the Pets on Q, Inc. Platforms in any manner that damages, disables, overburdens, or impairs any of Pets on Q, Inc.’s websites or interferes with any other party’s use of the Pets on Q, Inc. Platforms; (v) attempt to gain unauthorized access (or exceed any authorized access) to Pets on Q, Inc. Platforms; (vi) access the Pets on Q, Inc. Platforms other than through the Pets on Q, Inc. interface; or (vii) use the Pets on Q, Inc. Platforms for any purpose or in any manner that is unlawful or prohibited by these Terms. Pets on Q, Inc. hereby grants Influencer a limited, non-exclusive, non-transferable license to access and use the Pets on Q, Inc. Platforms solely as necessary in connection with the provision of Services hereunder.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, THE Pets on Q, Inc. PLATFORMS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR

CONDITION OF ANY KIND. EXCEPT AS OTHERWISE SET FORTH HEREIN, Pets on Q, Inc. DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE Pets on Q, Inc. PLATFORMS INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(b) As previously set forth herein, Pets on Q, Inc. believes in full, fair and effective disclosures of material facts relating to Influencers' relationship with Pets on Q, Inc. and Client and Influencer agrees to comply with all FTC Guides. Notwithstanding the termination provisions set forth in Section 7, Pets on Q, Inc. reserves the right to immediately terminate these Terms if Influencer fails to make social media or other disclosures in the manner set forth in the FTC Guides and/or as instructed by Pets on Q, Inc., which failure shall be deemed a material breach of the Terms that is not capable of cure.

Pets on Q, Inc. and Client shall have the right to inspect and/or approve the topics and content of blogs and/or social media posts and other Client-Related Content prior to posting by Influencer and to request revisions if such materials are not approved, such request to be made to Influencer within two (2) business days of Influencer's submission of such materials. Influencer agrees to submit revised materials within two (2) day(s) of receiving a request for revision from Pets on Q, Inc.

(c) Influencer agrees to defend, indemnify and hold harmless Pets on Q, Inc., Client and their respective affiliates, officers, directors, employees, business partners and agents, from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

(i) Influencer's breach of any of its representations and/or warranties

hereunder, (ii) the authorized use of the Work Product and other Client-Related Content or exercise of the rights granted hereunder, (iii) Influencer's use of third party products or content in performing the Services; and (iv) Influencer's negligence or misconduct.

(d) Influencer hereby agrees, on Influencer's behalf and on behalf of Influencer's heirs, executors and administrators (collectively "Influencer"), to release, waive, discharge, absolve, agree to hold harmless, and covenants not to sue, Pets on Q, Inc., Client and their respective agents, employees, officers, directors, successors and assigns (collectively, "Released Parties"), from and/or in relation to any and all liability, loss, harm, damage, injury, cost or expense whatsoever which Influencer has or hereafter may have, by reason of any matter connected in any way with the Released Parties' exercise of their express or implied rights hereunder, including but not limited to the right to use Influencer's name, voice or likeness, it being understood that the Release Parties shall be free to use Influencer's name, voice and likeness in any manner in connection with the Client-Related Content or otherwise in support of the purposes of these Terms.

(e) Influencer warrants that Influencer is at least 18 years of age, will adhere to FTC Guides and has the right to contract in Influencer's own name.

4) Relationship of Parties.

Influencer's relationship with Pets on Q, Inc. is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Influencer will not be entitled to any of the benefits that Pets on Q, Inc. may make available to its employees. Influencer is not authorized to make any representation, contract, or commitment on behalf of Pets on Q,

Inc. or Client unless specifically requested or authorized in writing to do so by an authorized officer of Pets on Q, Inc. or Client, as applicable, or both. Influencer is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under these Terms and will hold Pets on Q, Inc. and Client harmless from and against any tax liability associated with fees hereunder. No part of Influencer's compensation will be subject to withholding by Pets on Q, Inc. for the payment of any social security, federal, state, or any other employee payroll taxes.

If an agreement or contract is entered into by Influencer and Pets on Q, Inc. or Client, all payment terms specific to the individual transaction or collaboration will be stated, in writing, in the individual campaign for said transaction or collaboration. In these instances, Pets on Q, Inc. will bill the Client for services rendered by Influencer, and pay Influencer their agreed upon fee via direct deposit once the invoice is paid in full. If a Client chooses to pay an invoice via a method that requires unforeseen payment processing fees (PayPal, credit card fees, etc...) those fees will be deducted from the amount paid to Influencer. All transactions are subject to a 5% processing fee. Pets on Q, Inc. is compensated by retaining a portion of the agreed-upon fee paid by the Brand or Client, the amount of which varies with each collaboration.

5) Confidential Information.

Unless authorized by Pets on Q, Inc., Influencer agrees to hold all Confidential Information in strict confidence, not to disclose Confidential Information to any third parties, and to use

Confidential Information solely for the purpose of fulfilling its obligations under these Terms. “Confidential Information” shall mean all information, excluding information available from the public domain, disclosed by Pets on Q, Inc. or Client to Influencer related to these Terms or the current, future, and proposed business, products, and services of Pets on Q, Inc. or Client.

6) No Conflict of

Interest/Non-Circumvent.

Influencer is not subject to, and will not accept, and within the 12 months prior to the Effective Date has not performed, any obligation that is inconsistent or incompatible with Influencer’s obligations under these Terms, including any obligation to perform services for any company whose goods and services compete with those of the Client. Further, Influencer acknowledges and agrees that Pets on Q, Inc.’s relationships with its customers, including Client and other brands, agencies and entities that use Pets on Q, Inc.’s services (“Customers”) are of great value to Pets on Q, Inc. Accordingly, Influencer agrees that during the term of this Agreement and for one (1) year thereafter, Influencer will not directly or indirectly solicit or engage any Customer to purchase services similar to those provided by Pets on Q, other than through Pets on Q, Inc.

7) Term and Termination

(a) Term. The initial term of these Terms shall commence on the Effective Date and continue in full force and effect until terminated as set forth herein or until completion of all Services specified in the campaign, whichever is sooner.

(b) Termination. Pets on Q, Inc. may terminate these Terms and/or the Services under any Campaign: (i) immediately in the event of a material breach by Influencer or (ii) for convenience at any time. Influencer must return any materials supplied under these Terms upon termination.(c) Survival. The rights and obligations contained in Sections 2, 3, 5, 7 and 8 will survive any termination or expiration of these Terms.

8) Miscellaneous

Influencer will not be entitled to, and hereby waives any right to seek injunctive relief to enforce the provisions of these Terms, and Influencer's sole remedy for any breach by Pets on Q shall be to recover monetary damages, if any, subject to the terms and conditions herein.

By signing up to be a part of the Pets on Q Booking Platform and talent roster, Influencer/Creator agrees to allow Pets On Q, Inc., and its affiliates, a worldwide, non-exclusive right to promote and utilize their social media content, pages, analytics and demographics as they see fit. This includes, but is not limited to, sharing of content, pricing and analytical data with potential clients (i.e. brands, marketing companies, production, etc.) and reposting of any social media content from any of the Influencer's social media pages/blogs, YouTube accounts, etc. across all platforms, websites, marketing materials and fast channels owned by, or affiliated with, Pets on Q, Inc., in any media, for any purpose. Pets on Q, Inc. reserves the right to modify Influencer's content based on best practices and industry style guides. If there is content that the Influencer would like to exclude, this request must be made in writing, with a link to the specific content, to eric@petsonq.com.

Influencer may not subcontract or otherwise delegate Influencer's obligations under these Terms without Pets on Q, Inc.'s prior written consent. Subject to the foregoing, these Terms shall benefit and bind the parties' successors and permitted assigns. These Terms shall be governed in all respects by the laws of the State of California and Influencer agrees that unless otherwise indicated by Pets on Q, Inc. any action arising from or relating to these Terms shall be brought exclusively in a state or federal court located in Los Angeles County, California. Should any provisions of these Terms be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby. The waiver by either party of a breach of any provision of these Terms by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party. These Terms (including the applicable campaign) constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. These Terms may only be changed by mutual agreement of authorized representatives of the parties in writing.