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- 1. ACCEPTANCE OF TERMS..... 1**
- 2. INTRODUCTION & DEFINITION..... 2**
- 3. COPY RIGHTS..... 3**
- 4. CONTENT 3**
- 5. PROTECTION INTELLECTUAL PROPERTIES 4**
- 6. DATA COLLECTION AND USE 4**
- 7. GOOGLE ANALYTICS - WEBPAGE 6**
- 8. COMMUNICATIONS..... 6**
- 9. COOKIES - WEBPAGE 6**
- 10. REGISTRATION 6**
- 11. MEMBER BY PICSPI..... 7**
- 12. MONEY TRANSFER..... 7**
- 13. CHANGES TO THIS TERMS OF USE 7**
- 14. TERMINATION OF YOUR ACCOUNT 7**
- 15. CHOICE OF LAW AND FORUM 8**
- 16. CONTACT 8**

1. Acceptance of Terms

The following terms of service is a legally binding agreement between PicsPi Inc. and the users/clients of the app. “User(s)”, “Seller(s)”, “Content Creator(s)” or “Creator(s)” refers to people who are using the service of PicsPi such as selling their content to companies and “Buyer(s) “Compan(y)ies”, “Entrepreneur(s)”, “Marketing Agenc(y)ies” refers to people who are using the service of the app to buy content. Furthermore, “You” and “Your” refers to you, the person accessing this website and the PicsPi app and accepting the terms and conditions of PicsPi. “PicsPi”, “Ourselves”, “We”, “Our” and “Us”, refers to PicsPi Inc. Besides that, with the term “Content” or “Work” refers to pictures and videos.

2. Introduction & Definition

Thank you for your interest in PicsPi. This terms of service contain rules that a user (person and company) must follow in order to use the services of PicsPi. Therefore, please read these terms of services carefully in order to use our service in a legitimate way. Clicking on the “I agree” button or using our service will be seen as conclusive action and that you have read the terms of service, which means that you have accepted our rules. If you do not agree our terms of rules, you may not use the service of PicsPi.

PicsPi is a content creation app, that connects content creator with companies. With PicsPi users are able to sell their pictures and videos directly from their phone to companies, marketing agencies or to other buyers. These visual contents can be used for social media accounts or digital marketing such as webpages. On PicsPi users can sell their pictures and videos including the copyright or can licenses their work. Therefore, it is the responsibility of the user to upload his/her content in the right section, because later changes will not be allowed.

Selling the copyrights

If you upload your picture/video in this section you agree to sell the content including the copyrights. This means, that you transfer the ownership of your work to the buyer. As soon as the purchase has been completed the picture or the video will be deleted from the app and the user is not allowed to sell the same/similar content on PicsPi or on another platform once again.

Selling the license

If a creator uploads you picture/ video in this section you agree to sell the license of your content. This means, he/she is allowed to sell your content multiple times to different buyers and that the content itself will stay on PicsPi until she/he deletes it on it or it has to be deleted due to infringements of our terms of use.

On PicsPi, the seller decides the amount of charges of his/her pictures and videos. The final shown price on PicsPi is consisting of the chosen amount of charge, the VAT in which the buyer is located and the service fee of PicsPi that can verified by the amount of the value.

Besides selling content to buyers, the seller and the buyer can create together in form of a project a specific picture or video.

Project

The term project describes if a buyer and or seller get in contact to create a new picture or video based on both or on the buyer's idea. There are two ways how to made up a project. First, the buyer can get in touch with the creator by going on his/her profile. The next way is; the buyer can create a tender that describes what content the company is looking for. This tender is exposable for every PicsPi user; therefore, every creator can join the tender. After that, the seller can choose for a content creator and start a project with him/her.

In order to use PicsPi, you have to be over 18 or have the permission of your legal guardian.

3. Copy rights

Intellectual properties are very important for us; therefore, you have to follow our rules in order to use our service. So you are not allowed to publish content for which you haven't the legal permission. Pictures and videos that were stolen will be deleted immediately on PicsPi and there will be a priority notice. If it comes to multiples infringements PicsPi will block the access to the account and will take legal measure against this user. This is the case when a user breaks the law for the third times. In a case of a purchase that may infringe the copyright law or other intellectual property rights, the purchase will be canceled.

4. Content

With PicsPi you are able to upload your own pictures and videos in order to sell it to companies and marketing agencies. By selling the content including copyrights the seller hold the rights until the purchase, therefore it is duty as a user that the content corresponds to our guidelines. Our terms of service provide that it is not allowed to publish pictures or videos that are pornographic, extremist, racist, appeal for funds, glorifying violence or represents infringements of privacy. Furthermore, as a purchaser you are not allowed to use the content in order to foment hatred against a national, ethnic, racial or religious group. This includes also to promote hateful messages (list below) or use the content in a way that can damage of

reputation of the creator. Besides that, as a seller you must own the content therefore it is not allowed to create pictures or videos of other pictures and videos (screenshots or making a video of another video). This also takes effect when the user is joining a project. Every content, even the content that is shown as promotion purpose have to be own by the seller. PicsPi reserves the right to check and to delete the picture or video on our platform if they don't match our guidelines. Those, who repeatedly attract attention by breaking our terms of service will lose their access to their account and won't be able to use our service again. This will happen when a forbidden action takes place for the third times (you get 3 notifications). Also, purchases of these images or videos are strictly forbidden and will be seen as an infringement of the terms of service of PicsPi.

5. Protection intellectual properties

In order to protect the copy rights and to keep PicsPi as a marketplace save from controversial content, PicsPi offers report system. All users as well the buyers are able to report content that does not follow our terms of service with the help of a button that is next to the image or video. Moreover, you can also reach out to PicsPi via mail (support@picspi.com).

6. Data Collection and Use

While using our app, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. We use your personal information only for providing and improving the app. By using the site, you agree that PicsPi can collect and use the information in accordance with this policy. Data we collect from you:

- PicsPi collects your ID (first name, last name and username) in order to identify you (that nobody can pose as you) and to assure a safe money transfer.
- PicsPi collects the data of your entity in order to check if you are a company or a normal person. We need this information for our newsletter, mail report and for the money transfer.
- PicsPi encrypts your password, with this method your password is safe and even PicsPi is not able to read it.

- Further, PicsPi will save your e-mail address for identification (that you are a real person not a bot), for security checks (account activation or change password, reports and supports), for marketing purpose (newsletter, novelties, get into a project, sharing links) for the buying and selling process (for example: invoice) and for deleting your account (after 3 months after deleting your account, we will delete all sensitive information except the invoice data and the sales structure so we can guarantee that no harm to other user's personal sphere). For more information please contact us.
- We will save the information of your home country and your zip code for classification of taxes.
- We will save your current earnings by PicsPi in order to assure a safe money transfer. And your spending information and your billing address for analyze purpose (for example improvements of the performance, safe money transfer and to audit the PicsPi balance).
- Further, PicsPi works with stripe (payment system – safe data about stripe ID and account). If you want more information about the terms of use of stripe, please follow the link: <https://stripe.com/us/legal>
- We save when you have yourself registered on PicsPi for analyze purpose and also your last lock-in. We also save the type of device in order to guarantee that you are the only person that can use your account (after a month without using the device, the device information will be deleted).
- Moreover, PicsPi saves some data while you are using the app. For example, who follows you and whom you follow, used hashtags and your history in order to improve our search algorithms (example for best match or trending).
- Collects data about device token for mobile device push up notification (if you want some/ wants-push up/ wants-mail – if you want mail/ notification - for example for someone likes/report your content or to inform you of your ranking of points)
- Deleted flag – your data will be saved for 3 months after you have deleted your account in order to renew your information if you want to use your PicsPi account again. Therefore, we need also to save the date you have deleted your account.
- Information that you provided us by the entry test (Facebook page, Instagram account...) will be saved. If you want to change that, please write us so we can delete this information.

If you have some questions or something is still unclear for you, please don't hesitate to contact us via e-mail support@picspi.com.

7. Google Analytics - Webpage

By visiting our webpage, we will collect information that your browser will send to us such as IP address, browser type, browser version, the exact page of our site you are on, the time and date and the time you have spent on our page. We use Google Analytics that collects, monitors and analyzes the data.

8. Communications

We may use your personal information (see data collection & use) to contact you via newsletters, marketing and other information that help you with our service. Also, we only will contact you when we have the permission to do so.

9. Cookies - webpage

Cookies are small amount of data that is generated by a website that helps to identify who is visiting our webpage. It is saved by your web browser and collects data. If you do not like it you can instruct your browser to refuse all cookies.

10. Registration

To register and to become a member of PicsPi, you must be at least 18 years old because you have to be allowed to form a legally binding contract. When you are agreed to our terms and register for our app we will collect some information (see data collection).

If you are using PicsPi under the age of 18 you must have the permission of your parents or legal guardian.

11. Member by PicsPi

When you set up an account by PicsPi, you are the only authorized user of your account. You are responsible to protect your password and take care of your actions. If you recognize that there is an unauthorized access or actions are take that are not yours, you have to notify PicsPi. By using PicsPi you are agreeing that your account is nontransferable.

12. Money Transfer

PicsPi works together with Stripe in order to use our money transfer, please read their terms of use in order to use their service in the right way. Below you will find the link:

Stripe: <https://stripe.com/us/legal>

Stripe is a software platform for online banking. Stripe accepts current types of cards such as Visa, MasterCard, American express and also Giropay, Alipay or SOFORT. With the help of Stripe PicsPi is able to offer their users and customers an easy access to different methods of payments. In order to guaranty, a safe and easy transfer PicsPi use **stripe connect** that simplify the process. It is based on a 1:1 relationship between charge and transfer (one-to-one).

13. Changes to This Terms of use

This term of use is effective on the 15.03.2019 – when big changes are made you will be contacted via mail and you always have the permission to read our terms of use.

We reserve the right to update or change our terms of service at any time and in order to continue our service you have to give us your consent that you agree to our modifications.

14. Termination of your account

As a user or as seller, you are able to terminate your account at any time in the app or via e-mail. Upon this action, you will receive an automated email confirmation that shows you that the cancellation was successful. PicsPi will keep your data up to 3 months after that PicsPi will delete all your information (except invoice information and the sales structure). This time

period is calculated that way so you have the freedom to change your mind without losing your data.

15. Choice of Law and Forum

This term of use is a mutual agreement between you and PicsPi, so the relationship will be governed by the law of state of Delaware. PicsPi shall be filed within the courts having jurisdiction within the Country of United States of America, Delaware.

16. Contact

If you have any questions about these Terms, please contact us at our mailing address: hi@picspi.com. Also please report any all violations of this terms of use to PicsPi Inc. as follows:

Mailing Address:

PicsPi Inc.

2035 Sunset Lake Road

Newark, Delaware 19702

The United States of America

Email: hi@picspi.com