

## **PIN.TOP TERMS OF SERVICE**

Please read these pin.top Terms of Service (the **“Terms”**) carefully before accepting them. By accepting these Terms, you also accept other terms and policies incorporated herein by reference.

These Terms are available electronically via the platform pin.top on the website [pin.top](https://pin.top) (the **“Platform”**).

**“User”** (or **“you”**) is (are) the customer of the services referred to herein. By accepting these Terms, you acknowledge that (a) you are at least 18 years old at the time of your acceptance hereof, or if you are under 18, you have your parent’s or legal guardian’s permission to accept these Terms; and (b) if you use the services on behalf of a company, you have the necessary rights and authority to do so and that the company has agreed to these Terms.

**REST & VEST LLC** (the **“Company”**) provides the services to Users under these Terms. The Company acts in compliance with the laws of the United Arab Emirates and has its registered office at Shams Business Center, Sharjah Media City (Shams), Al Messaned, Sharjah, United Arab Emirates, PO Box 9380.

The Creator and the Company are hereinafter collectively referred to as the **“Parties”**.

### **1. SERVICES**

1.1. In accordance with these Terms, the Company provides media representation, marketing, and advertising services to the Users to create content according to the client’s order, acquire clients and/or other services available on the Platform (**“Platform Services”**).

1.2. Users of the Platform can be as persons who create Content and/or provide other services (**“Creators”**), as persons who order the creation of Content and/or other services from a selected Creator (**“Clients”**).

1.3. **“Content”** is understood as copyrights and related rights, including audiovisual, written, and graphic works; images, album covers, and other works; phonograms, videograms, compositions, and music recordings; and related metadata and materials.

1.4. Other services that the Creator can provide to the Client include, but are not limited to, the following services: YouTube integration, TikTok integration, Instagram integration, link in the description, etc.

1.5. The Company gives the User access to the Platform via the Personal Account. The Parties may detail the terms of the Platform Services in the Personal Account on the Platform.

1.6. The Company does not provide the Platform Services to individuals who are under the control of a resident or is a citizen/resident of the Russian Federation, Republic of Belarus, FATF blacklisted countries and/or countries subject to the UN Security Council Sanctions List, the European Union or HM Treasury's financial sanctions regimes, and United States embargo; or if the User is a Person on EU or HM Treasury's financial sanctions regime or the US Treasury Department's Specially Designated Nationals List or the US Commerce Department's Denied Persons List.

1.7. As part of providing the services, the Company enters into agreements with Users on its own behalf for the creation of Content by the Creator and/or providing other services (the "Agreement").

1.8. The Company enters into Agreements with Users who are registered on the Platform.

1.9. The User posts information on the Platform describing the terms under which the Content shall be created and/or the other services shall be provided.

1.10. To have the Content created and/or other services provided (the "Order"), the Client selects a Creator registered with the Platform and the terms of Content creation and/or providing other services offered by that Creator on the Platform and/or creates the corresponding campaign on the Platform (the "Campaign").

1.11. The Creator has the right to select an Order from the Campaigns posted by the Client on the Platform, and/or respond to a direct Order request sent by the Client through the Platform.

1.12. The Client may initiate, via their Personal Account, changes to the Content creation's and/or providing other services' terms offered by the Creator, if such option is available for the chosen type of Order. The Creator reviews such proposals of the Client and may accept or refuse them.

1.13. After the Company has received payment from the Client for the Order, the Company makes the Order visible for the Creator in the Creator's Personal Account on the Platform. The Creator must accept or decline the Order within seventy-two (72) hours from the moment of receiving the Order. If the Creator does not accept the Order within seventy-two (72) hours from the moment of receiving the Order, the latter is deemed declined. The order accepted by the Creator constitutes an integral part of the Agreement.

1.14. If the Creator does not accept the Order within the specified period, the payment is returned to the Client.

1.15. Intellectual property rights to the Content created by the Creator belong to the Creator, unless otherwise agreed with the Creator and the Client.

1.16. The Company may enter into Agreements with the Clients on the terms posted on the Platform or on the terms additionally agreed with the Creator.

1.17. As soon as the Agreement is entered, the Company notifies the Creator and the Client of the Agreement's provisions via the Personal Account of the Creator and the Client on the Platform.

1.18. The Creator must fulfill the Order in accordance with the terms of the concluded Agreement.

1.19. If, during the execution of the Order, the Creator requires additional information and/or approval from the Client, the Client is obligated to provide such additional information and/or approval within seventy-two (72) hours from the moment the Creator's request is sent, unless a different time frame arises from the nature of the Order or a longer period is specified by the Creator. If the Client does not provide the requested additional information and/or approval within the specified period, the Creator is entitled to complete the Order based on the existing terms and conditions of the Order at their discretion. Furthermore, if the deadline set by the Client in the Order has passed and the Creator has not received a response from the Client within seventy-two (72) hours after the expiration of such a deadline, the Creator has the right to publish the Content, if the Order required the publication of the Content, complete the Order, and receive the payment due to the Creator in accordance with the terms and conditions of the Order.

1.20. The Creator fulfills the Order at their own expense. The Creator acknowledges that the cost of the Order specified in an Agreement (the "Creator's remuneration") covers both the Order expenditures and the actual remuneration for the Order.

1.21. The Company transfers to the Creator the Creator's remuneration received from a Client after the Creator has fulfilled the Order in full compliance with the terms of the Agreement with the Client, unless otherwise stipulated hereby.

1.22. The Users pay for the Company's services pursuant to these Terms.

## **2. WARRANTIES AND LIABILITY**

2.1. Either Party warrants that it will not take any actions that would impair the other Party's business reputation.

2.2. The Creator warrants that the Order fulfilled by the Creator and/or the Content created by the Creator according to the Order in general, parts thereof, or its use will not infringe third-party rights, will not damage third-party honor, dignity, and business reputation, and will not violate national or international law and the terms of use of the social media and websites where the Creator will post the Content under the terms of an Agreement with a Client.

2.3. The Creator warrants that, when fulfilling the Order, the Creator will obtain all rights, permits, and consents to use the works, phonograms, and images of persons and other objects incorporated in the Order.

2.4. The Creator is responsible for fulfilling the Order fully in accordance with the terms of an Agreement with a Client.

2.5. If the Creator cancels the Order after the Creator has accepted it or does not fulfill the Order within the specified period, the Company has the right to impose a penalty on the Creator in the amount of 30% of the cost of such Order. The Company has the right to withhold the amount of the penalty from the funds due to the Creator under

other Orders.

2.6. By using the Platform, the User undertakes and warrants that the User will (a) provide accurate, up-to-date, and complete information that may be requested in the Personal Account; (b) maintain confidentiality and security of the User's password and prevent unauthorized access by third parties to the User's password, email, and phone; (c) maintain up-to-date, accurate, and complete registration data and other information provided by the User in the Personal Account and update it promptly in the Personal Account upon any changes to the data; (d) assume all risks of unauthorized access to the registration data and any other information provided by the User in the Personal Account; and (e) be liable for all actions taken through the User's Personal Account; and (f) not to post, publish, or distribute in the Personal Account and/or on the Platform any information, links, images, videos, files, programs, or other materials that:

- o violate applicable laws, including, but not limited to, those related to gambling, casinos, alcohol or tobacco advertising, promotion of violence, terrorism, war, extremism;
- o contain any materials related to narcotic drugs, psychotropic substances or their analogs, 18+ content, pornography;
- o infringe intellectual property rights, copyright, or related rights of third parties;
- o contain offensive, discriminatory, or illegal statements based on race, gender, religion, nationality, sexual orientation, or other grounds;
- o damage the business reputation, dignity, or rights of any individuals or legal entities;
- o contain false or misleading information, including fraudulent advertising or counterfeit products;
- o contain viruses, malicious software, trojans, scripts, or other codes that may disrupt the operation of the pin.top platform, lead to data loss, or unauthorized access to the system;
- o are aimed at collecting, processing, or transmitting personal data of other Users without their explicit consent;
- o contain political, religious, or other propaganda that may cause conflicts or pose a threat to national security;
- o in any other way violate the provisions of these Terms or applicable laws.

2.7. The Company warrants to the Creator that it will transfer the cost of the Order received from a Client under the Agreement according to the payment details specified by the Creator after the Client confirms to the Company that the Creator has performed the Agreement properly.

2.8. Unless otherwise expressly stipulated hereby, the Company guarantees the return of payment to the Client if the Creator does not accept the Order and/or fulfill the Order within the period specified in these Terms, as well as if the Content created and/or other services provided by the Creator hereunder fails to meet the terms stated in the Order.

- 2.9. The Company is not liable for third parties' actions and/or omissions resulting in the Company being unable to perform its obligations or in any unsatisfactory outcomes.
- 2.10. Upon request of the Company, the Creator must provide documents evidencing the Creator's rights in and to the Content, including where any claims are made against the Company or where third parties initiate disputes over the rights.
- 2.11. Upon request of the Company, the User must provide the User's personal identification (legal entity registration) documents and other information to verify the User's data.
- 2.12. The Company is not liable for a failure to perform or properly perform its obligations hereunder if this results from actions and/or omissions of the Users and/or any other third parties.
- 2.13. Under no circumstances will the Company be liable to the User for any claims in relation to (a) reimbursement of indirect (consequential) damages, (b) compensation for lost profits, lost income, and damage to business reputation, or (c) reimbursement of penalties incurred.
- 2.14. The liability of the Company must not exceed the total cost of the Company's services hereunder for the last three (3) months.

### **3. PAYMENTS**

- 3.1. The Client pays a fee for the Company's services (the "Service Fee") for each Order as agreed by the Parties on the Platform.
- 3.2. The Service Fee includes both the Creator's remuneration and the fee for use of the Platform.
- 3.3. The Client pays the Company the full amount of the Service Fee at the moment of placing the Order on the Platform.
- 3.4. If the Creator fails to accept the Order within seventy-two (72) hours of receiving the Order via their Personal Account, the paid Service Fee is returned to the Client.
- 3.5. The Client may also claim a partial or full refund of the Service Fee paid for the Order if the Order hasn't been fulfilled partial or in full, as well as if the Content created and/or other services provided by the Creator hereunder fails to meet the terms stated in the Order, except for the cases expressly provided for herein.
- 3.6. If the Client does not perform the actions necessary for the fulfillment of the Order, or the fulfillment of the Order has become impossible due to the fault of the Client or due to circumstances for which the Client is responsible, the Company has the right to receive from the Client 100% of the Service Fee, from which the Company pays the Creator 100 % of the Creator's remuneration.
- 3.7. The Client's payment obligation is deemed fulfilled as soon as the funds are credited to the Company's bank account.
- 3.8. The Company transfers to the Creator the Creator's remuneration received from the Client according to the terms hereof.

3.9. The Company displays via the Creator's Personal Account the amount of funds that becomes available to the Creator for withdrawal after the Client confirms that the Agreement has been performed properly.

3.10. To receive the Creator's remuneration, the Creator selects the payment method in the Personal Account and specifies the payment details.

3.11. Each Party pays by itself any taxes that become payable by it in connection with earning the income.

3.12. The User pays by themselves and at their own cost the fees of the bank or payment system selected by the User in the Personal Account.

3.13. The Company's payment obligation is deemed fulfilled as soon as the funds are sent (debited from the Company's account) according to the payment details specified by the User in the Personal Account

#### **4. TERM**

4.1. These Terms become effective upon your acceptance hereof and continue in effect for twelve (12) months.

4.2. If neither Party gives termination notice via the Personal Account and/or by email specified on the Platform and/or in the Personal Account to the other Party thirty (30) calendar days before the expiration hereof, these Terms are deemed extended each time for another twelve (12) months.

4.3. The Parties may terminate these Terms at any time by their mutual agreement in writing.

4.4. The Creator may terminate these Terms at any time if all Agreements are performed in full by giving sixty (60) calendar days' notice to the Company via the Personal Account and/or to the Company's email address specified in the Personal Account.

4.5. The User may unilaterally terminate these Terms early by giving seven (7) calendar days' notice to the Company via the Personal Account and/or to the Company's email address if the Company fails to transfer the funds due and payable to the User in accordance with these Terms and if this violation is not eliminated within thirty (30) calendar days of receipt of the respective notice from the User via the Personal Account and/or to the Company's email address specified on the Platform and/or in the Personal Account.

4.6. The Company may unilaterally terminate these Terms at any time by giving the User notice via the Personal Account and/or by email specified in the Personal Account.

4.7. The Company may amend these Terms at its sole discretion. The Company publishes such amendments on the Platform and gives the User notice thereof via the Personal Account and/or by email specified in the Personal Account.

4.8. If the User disagrees with any amendments hereto, the User must notify the Company via the Personal Account within seven (7) calendar days of being notified by the Company of the amendments. In this case, these Terms will continue to be

effective for the User without the amendments. If the User fails to notify the Company of the User's disagreement with the amendments hereto, the User is deemed to have consented to them.

## **5. MISCELLANEOUS**

5.1. The Company reserves the right to deny Platform Services, remove Orders, Campaigns, and/or delete the User's Personal Account, and/or block the User if such User/Order/Campaign violates applicable laws, the Terms, and/or the Company's internal policies.

5.2. The Parties are released from liability for a failure to perform their obligations hereunder in whole or in part if the proper performance becomes impossible due to force-majeure circumstances, including natural disasters, pandemics, hostilities, introduction of a state of emergency, changes in legislation, full or partial unavailability of websites, and other emergency and unavoidable force-majeure circumstances arising after the acceptance of these Terms and confirmed in accordance with the requirements of the applicable law. Documentary evidence is not required if those circumstances are generally known and recognized by both Parties.

5.3. The Parties must keep confidential the commercial terms and progress hereof, to the extent not contrary to law, during the term hereof and for three (3) years after the expiration hereof.

5.4. The Company may provide third parties with information about these Terms to render services to the User and confirm cooperation between the Parties.

5.5. As part of providing the services and for the purpose of their proper provision, the Company has the right of access to correspondence that can be carried out on the Platform between the Creator and the Client. The User consents to the Company's access to such correspondence for the Company's proper provision of services in accordance with these Terms. The User agrees that the Company has the right to block and/or remove messages on the Platform that violate these Terms, applicable laws, or rules of business ethics.

5.6. The Company may assign all or part of its rights and obligations hereunder to a third party, including by substituting a Party who provides the services.

5.7. The Creator grants the Company the right to use the name, images, photographs and image of the Creator, including information that the Creator provides to the Company and other publicly available information about the Creator, in connection with the exercise of rights or fulfillment of obligations under these Terms, advertising and promotion of the Creator, Content and/or other services of the Creator, as well as the Company and the Platform advertising and promotion, including inclusion in Company's and/or Platform's presentations and marketing materials.

5.8. The Parties undertake to settle by negotiations all disputes arising between them. Any disputes not resolved by negotiations must be referred to a court.

5.9. These Terms are governed by and construed in accordance with English law. The Parties may have recourse to the courts of England to resolve disputes between them. If under the applicable local law the disputes hereunder may not be referred to the courts of England, the disputes may be considered by the local courts of the Company's country of incorporation under the laws of that country or, if the Parties so agree in writing, by the local courts of the User's country of domicile or registration under the laws of that country.

These Terms were updated on December 23, 2024.