

WEBSITE TERMS OF USE
VERSION 1.3
LAST REVISED ON: FEBRUARY 9, 2024

The website located at www.wishtribute.com / www.tributify.com (the “**Site**”) is a copyrighted work belonging to WishTribute LLC (“**Company**”, “**us**”, “**our**”, “**we**” and “**Tributify**”). Some features of our site may come with additional rules, which we will post in relevant sections of the site. These rules are part of the overall Terms of Service. In the context of these Terms of Service, terms such as “**membership**”, “**subscription**”, “**gift**”, “**gifts**”, “**gift items**”, and “**support**” are used interchangeably to describe various forms of contributions, including but not limited to memberships, gifts, and other similar methods and features of supporting content creators.

BY USING OUR SITE, YOU’RE AGREEING TO OUR TERMS OF SERVICE (“**TERMS**”). YOU’RE ALSO CONFIRMING THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS, EITHER FOR YOURSELF OR ON BEHALF OF AN ENTITY YOU REPRESENT. REMEMBER, YOU MUST BE AT LEAST 18 YEARS OLD TO USE OUR SITE AND ACCEPT THESE TERMS. IF YOU DISAGREE WITH ANY PART OF THESE TERMS, WE ASK THAT YOU DO NOT USE OUR SITE.

AS A PART OF THESE TERMS, ANY DISPUTES BETWEEN US SHOULD BE RESOLVED THROUGH ARBITRATION. ARBITRATION MEANS THAT DISPUTES ARE HANDLED OUTSIDE OF THE COURT SYSTEM AND ARE FINAL.

1. ACCOUNTS

1.1 Account Creation. To access certain features of the Site, you need to register for an account (“**Account**”) and provide accurate information about yourself as requested in the registration form. You affirm that: (a) all registration information you provide is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account for any reason, at any time, by following the instructions on the Site. If you have been banned from the Site, you are not allowed to create another Account. You’re also not allowed to maintain more than one Account at any given time. The Company reserves the right to suspend or terminate your Account in accordance with Section 9.

1.2 Account Responsibilities. You are responsible for safeguarding your Account login information and are responsible for any actions taken under your Account, to the extent that they are in compliance with these terms. You agree to notify the Company promptly if you suspect unauthorized use of your Account or any other security breach. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1 License. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3 Modification. The Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. In the event of discontinuation or suspension, all user data and content will be deleted following a reasonable grace period. You agree that the Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that the Company has no obligation to provide you with any support or maintenance in connection with the Site.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by the Company or the Company's suppliers. The Company reserves the right to alter User Content to comply with the policies of our payment processors. In the event of termination of your account, the Company retains your data for a specific period, after which it will be deleted. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. The Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6 Feedback. If you provide the Company with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby assign to the Company all rights in such Feedback. The Company shall have the right to use and fully exploit such Feedback in accordance with our Privacy Policy, which is available at tributify.com/privacy. The Company will treat any Feedback you provide to the Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

3. USER CONTENT

3.1 User Content. "**User Content**" means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by the Company.

If your User Content violates the law, the Acceptable Use Policy, or the rights of others (e.g., copyright infringement, defamation, etc.), you understand and agree that you may be held legally responsible for that violation. The company is not liable for your User Content or any legal issues that may arise from it.

The Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3 Acceptable Use Policy. The following terms constitute our "**Acceptable Use Policy**":

(a) As this is a site for fans to support their favorite creators, none of the gifts added to the Site should contain any promises or implications of services/products in return.

(b) You agree not to use the Site to add or display any prohibited items as gifts or as posts. These include but are not limited to: firearms, explosives, dangerous materials, guns, gunpowders, ammunitions, weapons, fireworks, other explosives, peptides, research chemicals, other toxic, flammable, and radioactive materials, marijuana/cannabis products, cannabidiol (CBD) and related products, pharmaceuticals and medical devices, as well as sexually explicit content.

(c) The site expressly forbids any adult-oriented services and products, such as those involving prostitution, escort services, pay-per-view adult content, sexual massage services, fetish services, mail-order brides, adult live chat features, adult video stores, gentleman's clubs, topless bars, strip clubs, all online dating services, pornography, mature audience content depicting nudity or explicit sexual acts, and any content generated by artificial intelligence that meets the aforementioned criteria. Adult Content Creators are permitted to use the site, provided their postings do not contain pornography or explicit sexual content. This allowance is designed to enable Adult Content Creators to share non-pornographic content, such as educational, artistic, or other forms of expression that do not violate the site's restrictions on adult content.

(d) Transferring money directly between individuals, including friends, colleagues, and family members, is not allowed. Additionally, using our platform solely to collect Tips or Donations, without creating any exclusive content for members, is prohibited.

(e) Gift items are subject to the laws and regulations of the jurisdiction in which you reside. Some examples of jurisdiction-specific restrictions include:

India: Alcohol, Mining and oil drilling products, Sex toys

Japan: Animals, Health instruments, Industrial waste disposal and garbage disposal devices; water purifiers

Malaysia: Sex toys

Mexico: Electronic cigarettes, Ephedrine, weight loss products, Pharmaceuticals

Singapore: Sex toys

Thailand: Vehicles, Vitamins, Historical artifacts

United Arab Emirates: Historical artifacts, ivory products, prison-made products, Sex toys

United States: Sex toys

(f) Please be aware that the examples listed above do not cover all possible restrictions. It is crucial that you, as a user, ensure all items added as potential gifts are in full compliance with the laws and regulations of your local jurisdiction, in addition to adhering to the policies set forth by our Payment Processors.

3.4 Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4. PAYMENTS.

4.1 Nature of Payments. All payments made on the Site are non-refundable gifts and are made solely to support creators. They are not made in exchange for any goods, services, or benefits. You are gifting out of goodwill to the recipient whose page you are supporting.

4.2 No Expectation of Reciprocity. As these payments are to support, no user should expect any services or products in return for making a payment. It's up to the creator to provide exclusive content to the members who are supporting them using membership subscriptions.

4.3 Intention of Payments. Each payment is intended as a gift specifically for the recipient of the page where the payment is made. The gift is given freely, with no strings attached.

4.4 User Due Diligence. You are expected to do your own research on the recipient of the creator's page before sending them any gift through Tributify. Tributify is not responsible for verifying the identity or authenticity of the page owners. In the event that a recipient turns out to be a catfish (someone pretending to be

someone else), or is not the person they claim to be, all payments made in such situations are still non-refundable. By making a payment, you accept this risk.

4.5 Third-Party Payment Processors. All transactions on the Site are processed using third-party payment gateways. You acknowledge and agree that Tributify is not liable for any breaches of credit card or debit card security or privacy by these third-party payment processors.

4.6 Chargebacks. Once a gift is purchased, we will not entertain any chargebacks unless there has been a breach of this agreement from our side. Any chargebacks that are attempted without proper reason shall be treated as fraudulent.

4.7 Tax Implications. Depending on your jurisdiction, the payment of gifts and membership support may have tax implications. It is your responsibility to determine what, if any, taxes apply to the transactions and to collect, report, and remit the correct tax to the appropriate tax authority. Tributify is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

4.8 Changes in Payment Methods. Tributify reserves the right to change its payment methods at any time, and will notify users of any such changes by posting the changes on the Site.

4.9 Refunds. As already mentioned, all payments made are non-refundable. Exceptions to this policy are at the sole discretion of Tributify.

5. INDEMNIFICATION.

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. THIRD-PARTY LINKS & ADS; OTHER USERS

6.1 Third-Party Links & Ads. The Site may include links to third-party websites, services, and advertisements (“**Third-Party Links & Ads**”). These are not under the control of the Company, and we are not responsible for their content or actions. We do not review, endorse, approve, monitor, or warrant these Third-Party Links & Ads. Your use of them is at your own risk, and you should exercise caution when interacting with them. When you click on these links or ads, you are subject to the terms, policies, privacy, and data gathering practices of these third parties. Ensure you conduct thorough investigations before making any transactions related to such Third-Party Links & Ads.

6.2 Other Users. All users are responsible for their own User Content. We do not control or guarantee the accuracy, currency, suitability, or quality of User Content. Interactions with other users are at your own risk, and any disputes that arise from these interactions are between you and the other user. The Company is not obliged to mediate or resolve any such disputes.

6.3 Release. By using the Site, you agree to release and discharge the Company (including our officers, employees, agents, successors, and assigns) from any disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action (including personal injuries, death, and property damage) that directly or indirectly arise from your use of the Site, including interactions with other users or with Third-Party Links & Ads. If you are a California resident, you waive your rights under California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor or releasing party does not know or

suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.”

7. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. LIMITATION ON LIABILITY

To the maximum extent permitted by law, in no event shall the company (or our suppliers) be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use, the site, even if the company has been advised of the possibility of such damages. Access to, and use of, the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to these terms (for any cause whatsoever and regardless of the form of the action), will at all times be limited to a maximum of fifty US dollars (U.S. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to these terms.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. TERM AND TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.6 and Sections 3 through 10.

10. GENERAL

10.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any

reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Dispute Resolution. This section outlines the exclusive method for resolving disputes under these Terms, emphasizing the requirement for BINDING ARBITRATION and eliminating the possibility for class actions or jury trials.

(a) **Mandatory Binding Arbitration.** All disputes and claims related to these Terms, or the use of any product or service provided by the Company, excluding only claims for injunctive or other equitable relief, must be resolved exclusively through binding arbitration on an individual basis, following this Arbitration Agreement. All arbitration proceedings shall be conducted in English, unless otherwise mutually agreed.

(b) **Notice and Informal Dispute Resolution.** Before initiating arbitration, the party must send the other a written Notice of Dispute, detailing the nature and basis of the claim or dispute and the relief sought, addressed to: 651 N Broad St, Suite 201, Middletown, Delaware 19709. The parties will attempt to resolve the dispute informally within thirty (30) days of receiving the Notice. If unresolved, either party may proceed to arbitration.

(c) **Arbitration Rules and Procedures.** Governed by the Federal Arbitration Act, arbitration will be conducted by JAMS, or an alternative dispute resolution provider if JAMS is unavailable, following the appropriate JAMS rules as determined by the claim amount. Each party bears its own costs and equally shares the fees and costs of the ADR Provider.

(d) **Arbitration Location and Procedure.** The arbitrator has exclusive authority to resolve disputes related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including its void or voidable nature. The arbitrator's decision is final and binding, with full authority to award relief on an individual basis as a court would.

(e) **Waivers.** You and the Company waive any rights to litigate in court and have a trial in front of a judge or a jury, electing instead that all disputes shall be resolved by arbitration under this Arbitration Agreement. Disputes will be arbitrated on an individual basis, and class, collective, or consolidated actions are not permitted.

(f) **Severability.** If any part of this Arbitration Agreement is found to be invalid or unenforceable, that part will be severed, leaving the remainder in effect.

(g) **Survival.** This Arbitration Agreement survives the termination of your relationship with the Company.

(h) **Modification.** The Company reserves the right to modify this Arbitration Agreement, with such modifications becoming effective upon posting. Your continued use of the Company's services constitutes acceptance of these modifications.

10.3 Disclosures. Company is located at the address in Section 10.6. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.4 Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other

communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.5 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.6 Contact Information:

WishTribute LLC
Address:
651 N Broad St
Suite 201
Middletown, Delaware 19709
Telephone: +1 302 469 0987
Email: support@tributify.com