

WEBSITE TERMS OF USE
VERSION 1.7
LAST REVISED ON: MARCH 21, 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**”, “**WishTribute**” 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 permitted to create another Account. The Company reserves the right to suspend or terminate your Account in accordance with Section 10.

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 for your personal 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 affiliates. 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 specified amount of time based on localized jurisdictions, 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 affiliates 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 implement 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 digitally 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 digital backup copies of your User Content if you so 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) 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.

(b) 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.

(c) 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.

(d) 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

(e) 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 Financial Partners & Payment Processors. In accordance with Stripe's terms of service, please review all terms of agreement listed here: <https://stripe.com/legal/ssa>.

3.4 Enforcement. We reserve the right 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 10, and/or reporting you to the appropriate law enforcement authorities.

4. PAYMENTS.

4.1 Nature of Payments. Each payment is made to support the creator of the page where the transaction occurs. This support is provided voluntarily and without conditions, and thus is non-refundable. Support can take the form of subscribing to a membership for exclusive content or purchasing voluntary gifts for the creators. By using our platform you agree that your purchase of support to a content creator has no expectation of reciprocity of service outside the subscription that has been purchased.

4.2 User Due Diligence. You are expected to do your own research on the Creator before supporting them through Tributify's platform. Tributify is not responsible for verifying the identity or authenticity of each content creator's profile. In the event that a Creator turns out to be inauthentic in their identity or representation of such identity, for example 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 deemed non-refundable. By making a payment through Tributify, in support of a content creator, you accept this risk.

4.3 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.

4.4 Chargebacks. Once a transaction is completed, we will not entertain any chargebacks unless there has been a breach of this agreement on our part. Any chargebacks attempted without a valid reason will be considered fraudulent, and we reserve the right to suspend or terminate your account. Additionally, we reserve the right to make all banking and financial partners, which includes the users banking institutions, aware of suspected fraudulent occurrences.

4.5 Tax Reporting. If you are a US resident and your annual earnings through Tributify exceed \$600, we are obligated to issue you a 1099-MISC form. This form is essential for reporting your income to the Internal Revenue Service (IRS) for tax purposes. As a recipient, it's your responsibility to accurately report this income on your tax returns. Tributify will provide the 1099-MISC form exclusively to US residents to ensure compliance with tax obligations, offering you the necessary documentation for income earned via our platform.

4.6 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. All changes in payment methods will be announced to users as soon as possible, in accordance with good faith measures of business, in consideration of our users.

5. REFUND POLICY.

Tributify values a supportive community where payments are seen as acts of goodwill to creators. By transacting, you agree to this concise Refund Policy as listed below:

5.1 Non-Refundable Nature. Payments on Tributify are entirely non-refundable, symbolizing voluntary support to creators. There are finite exceptions to this policy.

5.2 Refund Eligibility. Creators can issue refunds at their discretion; however a refund can only be issued by the creator as long as the payment has not been processed for payout to the creator. Please contact the creator directly for refund requests with a specific and valid reason if you have an issue with the payment.

5.3 Special Circumstances. Tributify may issue refunds for clearly fraudulent transactions, handling the process directly.

5.4 Refund Process. Refunds, when initiated by a creator, are processed immediately and credited back to the original payment method, completing the refund within 5-10 business days depending on the financial institution's individual policies.

5.5 Direct Contact. For refunds, we suggest directly reaching out to the creator for clarity on their refund capability.

5.6 Contact. For refund-related inquiries, reach out to our customer support via email at support@tributify.com.

6. INDEMNIFICATION.

You agree to indemnify and hold Company (which may include 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 attempt settlement of 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.

7. THIRD-PARTY LINKS & ADS; OTHER USERS

7.1 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.

7.2 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.

7.3 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.”

8. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR AFFILIATES) 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 AFFILIATES) 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.

9. LIMITATION ON LIABILITY

To the maximum extent permitted by law, in no event shall the company (or our affiliates) 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.

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.

10. 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 11.

11. GENERAL

11.1 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.

11.2 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 upon.

(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.

11.3 Disclosures. Company is located at the address in Section 11.6. 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.

11.4 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.

11.5 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.

11.6 Contact Information:

WishTribute LLC
Address:
651 N Broad St
Suite 201
Middletown, Delaware 19709
Telephone: +1 (415) 500 0411
Email: support@tributify.com