

TERMS AND CONDITIONS

Welcome to Sneaky Links (hereinafter "Platform", and sometimes referred to herein as "we" or "us" or "our" or "Company") and thank you for visiting our Platform. These Terms and Conditions of Service and Use of Sneaky Links' website and mobile application, available on both Apple Store & Google Play, are hereby made effective, and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of Sneaky Links hereby amend and restate any such prior terms and conditions.

The words "You" or "User" or "Your" as used herein refer to all individuals accessing or using the Platform for any reason.

SECTION 1- ACCEPTANCE

By clicking "I AGREE" and/or simply by using or accessing our Platform, you hereby agree:

(a) that you have received, read, and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof;

(b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of Sneaky Links as each may be amended or supplemented from time to time in our sole discretion without notice; and

(c) that your use of our services and our Platform shall comply with all applicable federal, state and local laws, rules, or regulations, and that you are solely responsible for your compliance with, familiarity with, and understanding of any such laws, rules, or regulations applicable to your use of the Platform. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing our services.

SECTION 2- ELIGIBILITY

You must be at least eighteen (18) years of age to use the Platform, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction. Use of the Platform is not permitted where prohibited by law.

SECTION 3- REGISTRATION OBLIGATIONS

Anyone can install Sneaky Links without registering for an account. You may be required to register with Sneaky Links in order to access and use certain features on the Platform. If you choose to register, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account.

SECTION 4- PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Platform. You acknowledge that you are participating voluntarily in using our Platform and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Platform, and you agree to use your own judgment and due diligence before implementing any idea, suggestion, or recommendation from our Platform to your life, family or Product.

SECTION 5- MEMBERSHIPS AND SUBSCRIPTIONS

5.1 Subscription Agreement: By initiating a subscription on the Sneaky Links platform and designating your preferred payment method, you are entering into a legally binding Subscription Agreement with the Company. This Agreement encompasses the terms and conditions governing the provision of subscription-based

services and the associated payment terms. It is imperative to thoroughly review and understand the terms outlined herein.

5.2 Subscription Charges: As a subscribing user, you hereby grant explicit authorization for the Company to periodically charge your designated payment method for the recurring subscription fee. The applicable subscription fee, as well as any potential modifications to subscription plan pricing, are determined at the sole discretion of the Company. Any adjustments to subscription pricing will become effective after issuance of an email notice to you.

5.3 Non-Refundable Payments: It is imperative to acknowledge that all subscription payments made through the Sneaky Links platform are non-refundable. Once a subscription payment has been successfully processed and completed, it becomes irrevocably non-refundable. Therefore, it is essential for subscribing users to exercise due diligence and carefully consider their subscription choices.

5.4 Automatic Renewal: Subscription plans may include an automatic renewal feature. By subscribing to our services, you accept responsibility for all recurring charges incurred prior to the cancellation of your subscription. Subscriptions are automatically extended for successive periods at the prevailing subscription rate, unless canceled in accordance with the terms set forth in this Agreement.

5.5 Revocation of Subscription: The Company reserves the right to revoke or terminate your subscription at its discretion and without prior notice. Reasons for such revocation may include, but are not limited to, violations of this Agreement or any applicable laws. You agree to abide by the Company's decisions in this regard.

5.6 Legal Compliance: By subscribing to our services, you affirm your commitment to adhere to all applicable laws, including but not limited to federal, state, and local regulations. Any unauthorized or unlawful use of the platform, including subscriptions, may result in civil, criminal, or injunctive actions.

5.7 Dispute Resolution: In the event of any disputes or disagreements concerning your subscription or any other aspect of the Sneaky Links platform, you expressly acknowledge that such disputes are exclusively between you and the Company. By subscribing to our services, you release the Company from any associated liabilities.

5.8 Price Modifications: Please be aware that the Company retains the right to modify subscription plan pricing and related terms at its sole discretion. Changes to subscription fees and associated conditions will be communicated through email notifications. Subscribing users are responsible for staying informed of such changes.

SECTION 6- ONLINE PAYMENTS

You affirm, represent, and warrant that, when making online payments:

- (i) The information you provide concerning your credit card, debit card, or bank account is accurate, complete, and valid.
- (ii) The charges accrued in connection with such payments will be duly honored by your credit card company, debit card issuer, or bank.
- (iii) You commit to settling the charges incurred, including any associated taxes.
- (iv) You are the authorized cardholder, and you possess the requisite permissions and authority to execute financial transactions with the specified payment method.

SECTION 7- GRANT OF USE

We grant you a non-exclusive, non-transferable and limited right to access, non-publicly display, and use the Platform, including all content available therein (the “Content”) on your computer or mobile device consistent with these Terms.

This grant is terminable by us at will for any reason and at our sole discretion, with or without prior notice. Upon termination, we may, but shall not be obligated to: (i) delete or deactivate your account, (ii) block your email and/or IP addresses or otherwise terminate your use of and ability to use the Platform, and/or (iii) remove and/or delete any of your User Submissions (defined below). You agree not to use or attempt to use

the Platform after said termination. Upon termination, the grant of your right to use the Platform shall terminate, but all other portions of these Terms shall survive. You acknowledge that we are not responsible to you or any third party for the termination of your grant of use.

SECTION 8- INTELLECTUAL PROPERTY

The Content on the Platform, excluding User Submissions and Third-Party Content, but including other text, graphical images, photographs, music, video, software, scripts and trademarks, service marks and logos contained therein (collectively “Proprietary Materials”), are owned by and/or licensed to us. All Proprietary Materials are subject to copyright, trademark and/or other rights under the laws of applicable jurisdictions, including domestic laws, foreign laws, and international conventions. We reserve all our rights over our Proprietary Materials.

Except as otherwise explicitly permitted, you agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Content.

SECTION 9- USER SUBMISSIONS

You are entirely responsible for any and all materials you stream, upload, submit or otherwise make available via the Platform, including videos or any other communications or profile information (collectively, “User Submissions”). User Submissions cannot always be withdrawn. You acknowledge that any disclosure of personal information in User Submissions may make you personally identifiable and that we do not guarantee any confidentiality with respect to User Submissions.

You shall be solely responsible for any and all of your own User Submissions and any and all consequences of posting, uploading, publishing or otherwise making them available. For any of your User Submissions, you affirm, represent and/or warrant that:

- You own or have the necessary licenses, permissions, rights or consents to use and authorize us to use all trademarks, copyrights, trade secrets or other

proprietary rights in and to User Submissions for any and all uses contemplated by the Platform and these Terms;

- You will not post, or allow anyone else to post, any material that depicts any individual under the age of eighteen (18) years;
- You have written consent, release, and/or permission from each and every identifiable individual in the User Submission to use the name and/or likeness of each and every such identifiable individual to enable use of the User Submission for any and all uses contemplated by the Platforms and these Terms.

You further agree that you shall not submit material that:

- Is copyrighted, protected by trade secret or trademark laws, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have explicit permission from the rightful owner to submit the material and to grant us all of the license rights granted herein;
- Is vulgar, illegal, unlawful, defamatory, fraudulent, libelous, harmful, harassing, bullying, abusive, threatening, invasive of privacy or publicity rights, hateful, racially or ethnically offensive, inflammatory, or otherwise inappropriate as decided by us in our sole discretion;
- Depicts illegal activities, promotes or depicts physical harm or injury against any group or individual, or promotes or depicts any act of cruelty to animals;
- Impersonates any person or entity or otherwise misrepresents you in any way, including creating a false identity;
- Would constitute, encourage or provide instructions for a criminal offense, a violation of the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or
- Is unsolicited or unauthorized advertising, promotion, “spam” or any other form of solicitation.

We claim no ownership or control over User Submissions or Third-Party Content. You or a third-party licensor, as appropriate, retain all copyrights to User Submissions and

you are responsible for protecting those rights as appropriate. You irrevocably grant us a world-wide, non-exclusive, royalty-free, perpetual, non-cancelable, sub-licensable license to reproduce, publicly perform, publicly display, distribute, adapt, modify, publish, translate, create derivative works of and otherwise exploit User Submissions for any purpose, including without limitation any purpose contemplated by the Platform and these Terms.

You acknowledge that we may, at our sole discretion, refuse to publish, remove, or block access to any User Submission for any reason, or for no reason at all, with or without notice.

SECTION 10- CONTENT ON THE PLATFORM

You understand and acknowledge that we assume no responsibility whatsoever for monitoring the Platform for inappropriate content or conduct. If at any time we choose, in our sole discretion, to monitor such content, we assume no responsibility for such content, have no obligation to modify or remove any such content (including User Submissions and Third-Party Content), and assume no responsibility for the conduct of others submitting any such content (including User Submissions and Third-Party Content).

Without limiting the provisions below on limitations of liability and disclaimers of warranties, all Content (including User Submissions and Third-Party Content) on the Platform is provided to you "AS-IS" for your information and personal use only and you shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit for any other purpose whatsoever the Content without the prior written consent of the respective owners/licensors of the Content.

You acknowledge that we may at our sole discretion refuse to publish, remove, or block access to any Content for any reason, or for no reason at all, with or without notice.

SECTION 11- MAINTENANCE

We may, at our sole discretion and without assigning any reason whatsoever at any time, deactivate or/and suspend the User's access to the Services (as the case may be) without giving any prior notice, to carry out system maintenance and/or upgrading and/or testing and/or repairs and/or other related work. Without prejudice to any other provisions of this Agreement, we shall not be liable to indemnify the User for any loss and/or damage and/or costs and/or expense that the User may suffer or incur.

SECTION 12- ACCEPTABLE USE

You represent and warrant that all the information and content provided by you to us is accurate and current and that you have all necessary rights, power and authority to (i) agree to these Terms, (ii) provide the User Submissions to us, and (iii) perform the acts required of you under these Terms.

You hereby expressly authorize us to monitor, record and log any of your activities on the Platform, including your chats, streams, messages, interactions with other users and User Submissions.

As a condition of your use of the Platform:

1. You agree not to use the Platform for any unlawful purpose or in any way that is prohibited by these Terms;
2. You agree to abide by all applicable local, state, federal and international laws and regulations;
3. You agree not to use the Platform in any way that exposes us to criminal or civil liability;
4. You agree that you are solely responsible for all acts and omissions that occur as a result of your use of the Platform;
5. You agree that all your User Submissions that you provide to us belongs to you and that you have the right and authority to provide it to us;
6. You agree to maintain the security of your login password and to be fully responsible for any and all use of your account;

7. You agree not to use or attempt to use any other party's account on the Platform without authorization;
8. You agree not to use any automated means, including robots, crawlers or data mining tools, to download, monitor or use data or Content from the Platform;
9. You agree not to use the Platform to collect usernames and/or email addresses for sending unsolicited messages of any kind;
10. You agree not to take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it;
11. You agree not to "stalk" or otherwise harass anyone on or through the Platform;
12. You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information you transmit;
13. You agree not to disable, circumvent, or otherwise interfere with security related features of the Platform or features that prevent or restrict use or copying of any content or which enforce limitations on the use of the Platform or the content therein;
14. We reserve the right to take appropriate action against any user for any unauthorized use of the Platform, including civil, criminal and injunctive redress and the termination of any user's use of the Platform. Any use of the Platform and our computer systems not authorized by these Terms is a violation of these Terms and certain international, foreign and domestic criminal and civil laws.

SECTION 13- SERVICES ON PLATFORM

You acknowledge that all content creators and other users may engage in any activities in their discretion while in accordance with the terms of this agreement and other rules and regulations posted on the Platform and pursuant to the functionality of the Platform. You acknowledge that a content creator may decline to engage in any activity in their own discretion. Without limiting the general release provisions below, if you have any disputes with any content creator, you acknowledge that your dispute is solely with said creator and you release us from any liability.

SECTION 14- INDEMNIFICATION

You agree to defend, indemnify and hold Sneaky Links and our members, owners, directors, officers, employees, and agents harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Platform or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

SECTION 15- DISCLAIMER OF WARRANTIES

WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON THE PLATFORM OR ANY PRODUCTS AVAILABLE ON OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY SELLER OR SELLER OR ANY PARTY THAT APPEARS ON THE PLATFORM. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE PLATFORM.

SECTION 16- LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, MEMBERS, OWNERS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SELLERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE CONTENT, MATERIALS, PRODUCTS, AND FUNCTIONS RELATED TO THE PLATFORM, YOUR PROVISION OF INFORMATION VIA THE PLATFORM, LOST PRODUCT OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

SECTION 17- WAIVERS

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

SECTION 18- FORCE MAJEURE

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God, and similar occurrences.

SECTION 19- GOVERNING LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with American law, and the courts of Atlanta, Georgia will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

SECTION 20- THIRD-PARTY LINKS

Third-party links on this Platform may direct you to third-party sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or sites, or for any other materials, products of third-parties.

SECTION 21- DMCA TAKEDOWN PROCEDURE

Sneaky Links will always respect the intellectual property of others, and we ask that all of our Users do the same. With regards to appropriate circumstances and at its sole

discretion, Sneaky Links may disable and/or terminate the accounts of any user who violates our Terms and Conditions and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

1. The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
3. A description of the location of the site which you allege has been infringing upon your work;
4. Your physical address, telephone number, and email address;
5. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
6. A statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

SECTION 22- MODIFICATIONS

Sneaky Links shall at its discretion be entitled to modify the terms and conditions of the terms of use and qualifications and conditions mentioned herein. The User at all times shall be bound by the rules/regulations/qualifications/conditions (as may be altered) at all times and no person shall be entitled to dispute/challenge any such modifications by Sneaky Links from time to time.

SECTION 23- TERMINATION

We may terminate, change, suspend, or discontinue any aspect of the Platform or the Services at any time. We may restrict, suspend or terminate your access to the Platform and/or its Services if we believe you are in breach of these Terms and

Conditions or applicable law, you are a repeat infringer of intellectual property rights, or for any other reason without notice or liability.

SECTION 24- COPYRIGHT

©2022 Sneaky Links. All rights reserved. All materials excluding any third-party materials presented on this Platform are copyrighted and owned by Sneaky Links. Any republication, retransmission, reproduction, downloading, storing, or distribution of all or part of any materials found on this Platform is expressly prohibited.

SECTION 25- ACCEPTING THIS TERMS OF USE

You hereby accept the fact that you have read, understood, and are willing to abide by the terms and conditions laid out in this agreement. You further agree that the terms and conditions set out under this agreement are fair, reasonable and just given the matters set out under this Agreement and you waive any and all rights to have any claims against us on grounds set out above.

SECTION 26- PRIVACY

22.1 Information Collection: We hold data privacy in the highest regard and are dedicated to safeguarding your personal information. To provide you with the utmost service and enhance your user experience, we may collect various types of information, including but not limited to:

- **Personal Information:** This includes your name, email address, and other identifying details you voluntarily provide during registration or while using our platform.
- **Usage Data:** We may collect data related to your interactions with the platform, such as your activity, preferences, and usage patterns.
- **Device Information:** Information about the device you use to access our platform, including the device type, operating system, and unique identifiers, may be collected.

- **Log Data:** Our servers may automatically record information regarding your use of the platform, including IP addresses, browser type, and the pages you visit.

22.2 Data Usage: We may employ the collected data for various purposes, including but not limited to:

- **Providing Services:** Utilizing your information to deliver the services offered through the platform.
- **Personalization:** Tailoring the content and features of the platform to meet your individual preferences.
- **Communication:** Sending you relevant updates, notifications, and information about our services.
- **Analytics:** Analyzing user behavior and preferences to improve our services and user experience.
- **Legal Compliance:** Complying with legal obligations, such as responding to legal requests or protecting our rights and those of our users.

22.3 Data Protection: We have implemented robust security measures to protect your information from unauthorized access, disclosure, or alteration. Despite our efforts to maintain the confidentiality and integrity of your data, no method of data transmission or storage is entirely secure. Consequently, while we strive to safeguard your information, we cannot guarantee its absolute security.

22.4 Data Sharing: We may share your data with third-party service providers, business partners, and affiliates as necessary to provide and improve our services. We may also share your data in response to legal requirements, to protect our rights or the rights of others, or to prevent harm.

22.5 Data Retention: We will retain your information for as long as necessary to fulfill the purposes outlined in this Privacy section unless a longer retention period is required or permitted by law.

22.6 User Rights: You have the right to access, correct, or delete your personal information. You can also withdraw your consent or object to the processing of your data. If you have any questions or wish to exercise these rights, please contact us at the provided contact information.

22.7 Changes to Privacy Policy: This Privacy Policy is subject to change, and we may update it to reflect alterations in our data practices. We will notify you of any substantial changes through the platform or other means.

22.8 Contact Information: For any inquiries, concerns, or requests related to this Privacy Policy or your personal data, please contact us.