

By clicking the button to accept an offer, you are agreeing to the following terms and conditions:

Terms and Conditions

You (“Influencer”) hereby agree to the terms set forth in this collaboration offer from the Brand (“Brand”) as conveyed by Pets on Q, Inc. (“Company”). This agreement is a contract. Please be sure you understand it completely before you agree.

Influencer hereby agrees to complete the Scope of Work for this collaboration as outlined by the Brand, during the time period, in the manner described, on the platforms set forth within the offer itself.

Influencer authorizes and grants permission to the Brand, its successors and assigns, to use, separately or together, Influencer’s name, voice, picture, performance or other likenesses, quotes and approved biographical data (collectively, “Influencer’s Likeness”), in whole or in part, for the purposes of promoting the product or services outlined in the offer.

Influencer will include clear and conspicuous FTC-mandated disclosures in all content they create in connection with the campaign (“Content”) indicating that they are participating in a campaign sponsored by the Brand.

Influencer hereby releases Brand and Company from all liability, loss, claims, suits or damages arising out of or in connection with the authorized use of Influencer’s Likeness, including but not limited to, compensatory, punitive, enhanced, consequential and incidental damages and reasonable attorneys’ fees, whether such damages arise under contract, tort or statute.

All parties agree to keep the terms of this agreement confidential including, without limitation, the compensation paid to Influencer, and Influencer will not disclose any such terms without Company’s prior written permission. Influencer further agrees to keep confidential all documents and other materials delivered by Brand or Company to Influencer. Influencer agrees that all communication relating to the Campaign must be made through the platform, or between Influencer and Company directly. Influencer may not communicate directly with the Brand or Brand’s agency partners, outside of the platform, during the Campaign and for the following 6 months. In the event that the Brand or its Agency reaches out to Influencer directly, Influencer will direct the communication to Company and not respond.

Company hereby discloses to Influencer and Influencer hereby acknowledges and agrees that Company is compensated by retaining a portion of the agreed-upon fee paid by the Brand, the amount of which varies with each collaboration.

If Influencer commits a material breach of any provision of this agreement or at any time fails or refuses to fulfill Influencer's obligations hereunder, then the Company may take such action as it deems necessary, including, but not limited to, deducting a percentage from the amount to be paid to Influencer for each such breach or failure at a minimum of 5% per event.

Influencer represents and warrants that Influencer is twenty-one years old or older and that this agreement does not in any way conflict with any existing commitments on Influencer's part. Influencer further warrants and represents that Influencer has the full right to enter into this agreement without violating the legal or equitable rights of any third party. Influencer has not previously authorized (which authority is still in effect), nor will Influencer authorize or permit the use of Influencer's name, picture, portrait, likeness or testimonial statement during the Term of the agreement with the Brand, in connection with the advertising or promotion of any product or service competitive to or incompatible with the above-described category of exclusivity and for the period of time stated in the offer from the Brand.

Influencer is responsible for all federal, state and local taxes and any other costs or expenses incurred in accepting any compensation from Company.

Influencer retains ownership of Content. However, during the term of each brand offer, Influencer grants to Brand and its affiliates a worldwide license to distribute, publicly display, translate and reformat content. Without limiting the foregoing, Brand and Company shall have the right to like, favorite, retweet, share, repost, redistribute, syndicate, or otherwise utilize all Content described in a brand offer or contemplated hereunder in any manner enabled by the applicable platform without being required to delete it later. Brand and Company shall have the right to @mention, tag or otherwise interact with Influencer's social media accounts from which Content is published in connection with the collaboration. Upon notice from Company, Influencer shall as promptly as possible, and in no event later than twenty-four (24) hours, take down any Content as directed.

Either party may terminate this agreement immediately upon material breach and failure to cure, if capable of cure, within ten (10) days of written notice.

Content Guidelines

Influencer represents and warrants that all content is Influencer's own original work, created solely by, or at the direction of, or on behalf of Influencer, and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

If any persons appear or are referred to in the Content, Influencer is solely responsible for obtaining from such persons, prior to posting or making publicly available, a signed release from those persons, which permits Brand the right to exhibit and use the Content.

Content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory or libelous, or that otherwise contains inappropriate content or objectionable material, may not be posted or made publicly available in any way in connection with this agreement, the Brand or the Company.

Content must not contain any personally identifiable information (such as license plate numbers, personal names, e-mail addresses, or street addresses) of any person other than Influencer, unless specifically outlined in the concepts and agreed to in writing by all parties.

Content must not contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others (with the exception of the approved trademarks, logos, or trade dress of products and/or services sold by and/or owned by Brand), without written permission.

Content must not violate any law.

Content and creative guidelines provided by the Brand must be adhered to and only content that is approved by the Brand will be posted.

Representations and Warranties

Influencer represents and warrants that:

- (a) Influencer's statements will reflect Influencer's honest views and experience with Brand's products and/or services;
- (b) Influencer will promptly notify Company if Influencer's opinion of Brand's products or services changes from that which Influencer has expressed to date;
- (c) Influencer shall not act or engage in any practice or conduct in any manner detrimental to the reputation of Brand or the Brand's products or services; or Company;

- (d) Influencer shall comply with all laws, rules and regulations applicable to Influencer's conduct under the agreement;
- (e) Influencer's statements about Brand's products or services shall be accurate;
- (f) Influencer shall not make any false, misleading or disparaging remarks about individuals or organizations or their products or services;
- (g) Influencer agree that they will render its services in a competent manner to the best of its ability, and that all of Its services will be subject to Brand's reasonable approval, direction and control at all times, and Influencer will comply with whatever scripts and reasonable instructions, suggestions and recommendations Brand may give Influencer in connection with the rendition of such services;

Insurance

Influencer also acknowledges that neither Brand nor Company have arranged for nor carry any insurance of any kind for Influencer's benefit. Influencer is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to Influencer's participation in the collaboration.

Liability Release

Influencer understands and acknowledges and hereby releases, discharges, indemnifies and holds harmless the Brand and Company, and their respective parents, subsidiary and affiliated companies, divisions, promotion partners, advertising and promotional agencies, and any other agency that provides services in connection with the Program, and each of their respective officers, directors, managers, trustees, distributors, dealers, dealer associations, employees representatives, contractors, agents, successors and assigns (collectively, the "Released Parties") from and against any and all claims, damages or liability arising from or related to any injuries, damages or losses to any person, creature (including, without limitation, any death or disability) or property of any kind resulting in whole or in part, directly or indirectly, from Influencer's services in connection with the collaboration, including any travel.

By checking this box, you agree to abide by the Terms and Conditions set forth herein.

Accepted and agreed:

By:

Name:

Handle:

Date: