

PIN.TOP TERMS OF SERVICE FOR CREATORS

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 (the “**Platform**”).

These Terms were last updated on November 28, 2023.

“**Creator**” (or “**you**”) is (are) the customer of the services referred to herein. By accepting these Terms, (a) you acknowledge that you are at least 18 years old at the time of your acceptance hereof, or if you are under 18, you acknowledge that 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 acknowledge that 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 you 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 Creator to acquire clients (“**Clients**”) who order the Content from the Creator.
- 1.2. As part of providing the services, the Company enters into agreements with Clients on its own behalf and for the benefit of the Creator for the creation of Content by the Creator (the “**Agreement**”).
- 1.3. The Parties may detail the terms of the Company’s services in the Personal Account on the Platform.
- 1.4. The Company enters into Agreements with Clients who are registered on the Platform.
- 1.5. “**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.
- 1.6. The Creator posts information on the Platform describing the terms under which he or she creates the Content.
- 1.7. The Company may enter into agreements for the creation of Content by the Creator with Clients based on the terms posted by the Creator on the Platform or the terms further agreed with the Creator.
- 1.8. The Company displays in the Creator’s Personal Account the order for the Content creation (the “**Order**”) placed by Clients 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.
- 1.9. As soon as the Agreement is entered, the Company notifies the Creator of the Agreement’s provisions via the Personal Account on the Platform.
- 1.10. The Creator must create the Content in accordance with the terms of the concluded Agreement.
- 1.11. The Creator creates Content at their own expense. The Creator acknowledges that the cost of the Content creation specified in an Agreement covers both the Content creation expenditures and the actual remuneration for creating the Content.
- 1.12. The Company transfers to the Creator the cost of the Content creation received from a Client after the Creator has created Content in full compliance with the terms of the Agreement with the Client.

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. You warrant that the Content created by you 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 you will post the Content under the terms of an Agreement with a Client.
- 2.3. You warrant that, when creating the Content, you will obtain all rights, permits, and consents to use the works, phonograms, and images of persons and other objects incorporated in the Content.
- 2.4. You are responsible for creating the Content fully in accordance with the terms of an Agreement with a Client.
- 2.5. If you cancel the Order after you have accepted it or do not fulfill the Order within the specified period, the Company has the right to impose a penalty on you 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 you under other Orders.

- 2.6. By using the Platform, you undertake and warrant that you will (a) provide accurate, up-to-date, and complete information that may be requested in the Personal Account; (b) maintain confidentiality and security of your password and prevent unauthorized access by third parties to your password, email, and phone; (c) maintain up-to-date, accurate, and complete registration data and other information provided by you 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 you in the Personal Account; and (e) be liable for all actions taken through your Personal Account.
- 2.7. The Company warrants that it will transfer the cost of the Content creation 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. 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.
- 2.9. Upon request of the Company, you must provide documents evidencing your rights in and to the Content, including where any claims are made against the Company or where third parties initiate disputes over the rights.
- 2.10. Upon request of the Company, you must provide your personal identification (legal entity registration) documents and other information to verify your data.
- 2.11. Under no circumstances will the Company be liable to you 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.
- 2.12. 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 Company transfers to the Creator the cost of the Content creation received from the Client according to the terms hereof.
- 3.2. The Company displays via your Personal Account the amount of funds that becomes available to you for withdrawal after the Client confirms that the Agreement has been performed properly.
- 3.3. To receive the funds hereunder, the Creator selects the payment method in the Personal Account and specifies the payment details.
- 3.4. Each Party pays by itself any taxes that become payable by it in connection with earning the income.
- 3.5. You pay by yourself and at your own cost the fees of the bank or payment system selected by you in the Personal Account.
- 3.6. 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 you 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 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. You 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. You may unilaterally terminate these Terms early by giving seven (7) 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 you in accordance with these Terms and if this violation is not eliminated within thirty (30) calendar days of receipt of the respective notice from you via the Personal Account and/or to the Company's email address specified in the Personal Account.
- 4.6. The Company may unilaterally terminate these Terms at any time by giving you 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 you notice thereof via the Personal Account and/or by email specified in the Personal Account.

- 4.8. If you disagree with any amendments hereto, you must notify the Company via the Personal Account within seven (7) days of being notified by the Company of the amendments. In this case, these Terms will continue to be effective for you without the amendments. If you fail to notify the Company of your disagreement with the amendments hereto, you are deemed to have consented to them.

5. MISCELLANEOUS

- 5.1. 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 (making it impossible to perform these Terms), 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.
- 5.2. 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.
- 5.3. The Company may provide third parties with information about these Terms to render services to the Creator and confirm cooperation between the Parties.
- 5.4. 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 Creator consents to the Company's access to such correspondence for the Company's proper provision of services in accordance with these Terms. The Creator 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.
- 5.5. 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.
- 5.6. The Parties undertake to settle by negotiations all disputes arising between them. Any disputes not resolved by negotiations must be referred to a court.
- 5.7. 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 Creator's country of domicile under the laws of that country.