



USER GENERATED CONTENT TERMS OF USE

PaperPie reaches out to social media users to seek their permission to feature our favorite content on our various sites, social channels, and various promotional materials. You are reading this because PaperPie has requested your permission to use your social media content in this way.

If you choose to allow us to use your social media content, what is known as User Generated Content ("UGC"), you agree to these Terms of Use.

PaperPie engages a limited number of service providers to facilitate the collection and transmission to the PaperPie websites (www.PaperPie.com and others) (the "Site"), consultant field, social media channels, promotional materials and other properties ("PaperPie Properties") of UGC, including photos, text, graphics, audio, video, location information, comments and other materials from social media sites, for use by PaperPie in connection with its business, including PaperPie's product feature, marketing, promotional, advertising and other consumer-related activities (the "PaperPie Services").

PaperPie reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you grant permission or authorization to feature your UGC.

USER GENERATED CONTENT LICENSE

UGC (User Generated Content) refers to the content added by you to social media sites or any other digital medium. By agreeing to these Terms of Use, you grant PaperPie (collectively, "we", "us", or "our"), a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world in any manner in their sole discretion, without compensation or obligation to you.

You understand that we may use your UGC, and any ideas, captions, concepts or know-how contained therein, without payment of money or any other form of consideration, for any purpose including advertising, promotional, marketing, publicity, trade or commercial purposes, without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. You agree that UGC may be copied or exported from the Site and published elsewhere on the internet, including on any social media sites. In addition, you understand that any UGC may be removed from the Site at any time for any reason.

You grant us the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your UGC.

When you provide UGC, you represent and warrant that you own or otherwise control the rights to your UGC and that the UGC is your original creation, has not been copied, recreated, reproduced, previously published, derived from or otherwise taken in whole or in part from any other work and the UGC does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations. You also warrant and represent that each person in the UGC has given their written permission and consent to be included and displayed publicly on the Site and our other social media sites and marketing materials and advertising, which you agree to provide to us upon request. You also represent and warrant that:

- a. You are at the least the age of legal majority in the state in which you reside;
- b. The UGC is not obscene, indecent, does not defame, disparage, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity;

- c. The UGC does not violate any law, rule, or regulation of any governmental entity;
- d. The UGC is not subject to any obligation of confidentiality;
- e. The UGC does not contain any fraudulent statements or misrepresentations that could damage PaperPie or any third party; and
- f. You have not received any compensation of any kind for any UGC, unless properly disclosed pursuant to FTC guidelines.

You hereby release, discharge, and agree to hold us, and any person acting on their behalf, harmless from any liability related in any way to our use of your UGC.

The UGC that you submit is deemed non-confidential and we have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to our respective privacy policies. By using this Site or the Services, you are consenting to our collection of any personal information you provide for our use and disclosure in connection with the use of your UGC as described herein. If you do not agree to the collection, use, and disclosure of your personal information in this way, please do not use this Site or the Services or otherwise provide us with personal information. By using the Site or the Services or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer, and processing of your information in accordance with the terms of these Terms, the Privacy Policy, and applicable data protection laws and regulations.

You understand that under no circumstances will we be liable in any way for any UGC, including, without limitation, for any errors or omissions in any UGC, or for any loss or damage of any kind incurred by you as a result of the use of any UGC transmitted, uploaded, posted, e-mailed or otherwise made available via the Site.

You also agree that we are under no obligation to use any UGC. You acknowledge that we reserve the right to change, condense, edit, modify, transmit, display, or delete any UGC, and you waive any rights you have in having the material altered or changed by posting, e-mailing or otherwise making available on the Site or other social media sites.

These Terms of Use apply to the entire Site, the PaperPie Properties, and PaperPie Services and to your UGC unless otherwise provided. In addition, to the extent your UGC is displayed on the Site or on any of the PaperPie Properties or in connection with the PaperPie Services, you also will be subject to additional terms of use, agreements, guidelines or rules provided by PaperPie applicable to such PaperPie Services and UGC, including but not limited to those set forth on the PaperPie website at <https://www.edcpub.com/> or <https://paperpie.com/> and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by PaperPie.

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