

GENERAL TERMS OF USE

Welcome to Tsū, “Social That Pays!™”

These Terms of Use govern your use of the Tsū Social platform and provide information about our service. WHEN YOU CREATE A TSŪ SOCIAL ACCOUNT OR USE THE TSŪ SOCIAL PLATFORM YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE WITH OUR TERMS OF USE, PLEASE DO NOT USE OUR PLATFORM OR SERVICE. These Terms of Use will commence when entered into and continue until terminated as provided in these Terms.

By participating on the Tsū Social platform you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our users. You are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, nudity, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing, offensive or unlawful (a more detailed list of prohibited content is below in these Terms of Use.) Members who violate this trust, as determined by us in our sole discretion, may have their access to the Tsū Social platform suspended or terminated without prior notice as more specifically discussed in these Terms of Use.

The Tsū Social Platform

We agree to provide you with the Tsū Social platform service. The service includes all of the Tsū Social platform products, features, applications, services, technologies, and software that we provide to advance the Tsū Social platform 's purpose of connecting people and creating communities of shared interests. The Tsū Social platform consists of many aspects including the following:

- **Offering opportunities to create and share content, connect and conduct eCommerce.**

We want to connect people with their friends, followers and interests, and reward you for your content creation, ecommerce and other activity on the Tsū Social platform. So, we try to understand who and what you and others care about and use the Tsū Social platform to help you create, find, join and share your experiences and interests.

- **Fostering a positive, inclusive, and safe environment.**

Our goal is to make tools and offer resources available to members of the Tsū Social platform community to enhance your connectivity and experiences in a safe and positive manner, including when we think you might need help. We have people and processes in place, and use all of the information available to us, to help secure our platform and prevent violations of our Terms of Use and policies, as well as harmful and deceptive behavior. Technologies like artificial intelligence and machine learning give us the ability to employ complex processes across the Tsū Social platform. We also may share information about misuse or harmful content with law enforcement. Please see our [Privacy Policy](#).

- **Ensuring a stable global infrastructure for the Tsū Social platform.**

To provide the Tsū Social platform, we may as necessary store and transfer data across our systems around the world, including outside of your country of residence. Tsū completes such data transfers in compliance with applicable law. See our Privacy Policy regarding data transfers in compliance with GDPR.

- **Connecting you with brands, products, and services meaningful to you.**

We use data and content created on the Tsū Social platform , as well as from third-party partners, to show you ads, offers and other sponsored content that we hope will be

meaningful to you. We try to make that content as relevant to you as possible. The terms of use of such third-party websites or services will govern your use of those sites, including your use of any shared links or other posting of our content on those web sites. Tsū disclaims any and all interactions between a third-party service, whether integrated into the Tsū Social platform or otherwise, and any use, and any collection of your content by that third-party service through the Tsū Social platform will be governed by their policies and their privacy practices, see our [Privacy Policy](#) including the Links and Third Party Sites section.

Our Privacy Policy

Providing the Tsū Social platform requires collecting and using your information. The [Privacy Policy](#) explains how we collect, use, and share information. It also provides you with information as to ways you can control your information, including the use of privacy settings.

We award you for your content and activity

We do not charge users of the Tsū Social platform for the opportunity to participate in the Tsū Social platform and community. However, we do receive compensation from advertisements, retailers, brands, merchants and other partners participating in connection with content. We may also receive compensation from eCommerce transactions initiated and completed through the Tsū Social platform.

One of the key differentiators and benefits of becoming part of the Tsū Social platform community is that we provide you the opportunity to earn awards for your content and activities on the Tsū Social platform based on advertisements and eCommerce transactions directly related to the content created by registered users on the Tsū Social platform. The Creator Awards Program explains how this works.

What We Expect From You

In return for providing the Tsū Social platform, we require certain things from you.

Who Can Use the Tsū Social platform?

We want the Tsū Social platform to be safe, open and inclusive, but we also want to make sure that it is secure and in accordance with the law. Accordingly, we ask you to agree to a few restrictions in order to participate in the Tsū Social platform community.

- You must be at least **17** years old.
- You must not be restricted from using or receiving the Tsū Social platform or participating in our community under applicable laws.
- You must not be prohibited from engaging in Tsū Dollar awards relating or derived from using the Tsū Social platform or on an applicable Denied Party Listing or otherwise prohibited.
- We must not have previously disabled your account for violation of law or any of our policies.

How You May Not Use the Tsū Social platform

Providing a safe, secure and open platform for a global and diverse community requires that everyone contribute, and we all do our part.

- **You must provide transparent and accurate information.**
You must provide us with accurate and up to date information (including registration information). You may not impersonate someone you are not. You are responsible for the

security of your account information. You should not share your log-in credentials with others, and you must immediately report any breach of your log-in credentials to us.

- **You will not do anything unlawful, misleading, fraudulent, illegal or unauthorized on the Tsū Social platform. Accordingly, you agree not to:**
 - Violate (or help or encourage others to violate) these Terms of Use or our policies, nor do anything that interferes with or alters the intended operation of the Tsū Social platform.
 - Create accounts or collect information in an unauthorized or automated way without our express permission.
 - Buy, sell, or transfer any aspect of your account (including your username) or solicit, collect, or use login credentials or badges of other users.
 - Post private or confidential information or do anything that violates someone else's rights, including intellectual property.
 - Use a domain name or URL in your username without our prior written consent.
 - Damage, interfere with or unreasonably overload the Tsū Social platform.
 - Introduce any code intended to disrupt or interfere with the Tsū Social platform.
 - Alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Tsū Social platform.
 - Access the Tsū Social platform by expert system, electronic agent, "bot" or other automated means.
 - Use scripts or disguised redirects to derive benefit from us.
 - Modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive any of our source code for any reason.
 - Post any material in any form whatsoever on the Tsū Social platform within our community that (i) is discriminatory, harassing, hateful, bullying, abusive, pornographic, threatening, defamatory, obscene, or violent, (ii) promotes weapons, firearms or any technology of violence; or (iii) is considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement, or (iv) otherwise is unlawful or violates any third-party's right of privacy or publicity.
 - Infringe any third-party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third-party in connection with your use of the Tsū Social platform.
 - Engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative, fraudulent, deceptive or misleading activity.
 - Use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page or content.
- **You can report violations.** You can report content you think violates these Terms of Use or our policies, or inappropriate conduct or content, including content that you think infringes your intellectual property rights, or if you are notified that content you posted infringes on the intellectual property rights of any other third-party, directly in the Tsū Social app by clicking on the appropriate icon or contacting [[Customer Care](#)]. You are required to notify us in the event that you receive an infringement notice or other take down request regarding your content.

Copyright Infringement Notices.

If you believe that any content infringes upon any copyright which you own or control, you may send a written notification with the following information to [[Customer Care](#)]:

- A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;

- The specific location or user that contains the alleged infringing material, with reasonably sufficient information to enable us to locate the alleged infringing material on the Tsū Social Platform;
- Your name, mailing address, telephone number and email address;
- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
- We may terminate users who, in our sole discretion, are repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the claimed infringer.

Permissions You Give to Us

As part of your agreement with us, you agree to give us permissions that we need to provide our service.

- **We do not claim ownership of your content, but you grant us a non-exclusive, perpetual license to use it.**
While we do not claim ownership of your content that you post on or through the Tsū Social platform, when you share, post, or upload content that is covered by intellectual property rights (like photos, videos, words, music, etc.) on or in connection with the Tsū Social platform, you hereby grant to us a non-exclusive, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). You represent and warrant that you own or have secured all rights necessary to display, distribute and deliver all of your content and to grant this license. You have full responsibility for any content you post, and we take no responsibility and assume no responsibility or liability for any of your content. This license survives even if you stop using the platform or terminate or delete your account. Remember that if you delete your content or account, content will continue to appear if you shared it with others and they have not deleted it. To learn more about how we use information, and how to control or delete your content, review the Privacy Policy.
- **Permission to use your username, profile picture, and information about your relationships and actions with accounts, ads and sponsored content.**
You give us permission to show your username, profile picture, and information about your actions or relationships (including likes and follows) next to or in connection with accounts, ads, offers and other sponsored content that you follow or engage with that are displayed on the Tsū Social platform, without any compensation to you other than as provided in these Terms of Use under the section "Creator Awards." We will, however, respect your ad settings.
- We disclaims responsibility and assumes no liability for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of your content.
- **You agree that we can download and install updates to the Tsū Social platform on your device.**

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in the Tsū Social platform (for example, images, designs, videos, music or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours). Removal of any marks indicating our intellectual property rights such as trademarks and copyright is prohibited.
- You can only use our intellectual property, patents and trademarks or similar marks as expressly permitted by these Terms of Use or with our prior written permission. You acknowledge that we are the sole owner of our intellectual property. Registration or attempted registration of our marks in whole or in part is prohibited. You may not manufacture, sell or give-away merchandise items bearing any of our marks, except pursuant to an express written trademark license from us. You may not imitate our distinctive design, logos or typefaces or other trade dress, except pursuant to an express written trademark license from us.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Content Removal and Disabling or Terminating Your Account

- We reserve the right to monitor the Tsū Social platform to find any user content that needs to be removed. Users are prohibited from interrupting such monitoring activity. We can remove any content or information you share on the Tsū Social Platform if we believe that it violates these Terms of Use, our policies or are required to do so by law. We can refuse to provide or stop providing all or part of our service to you (including terminating or disabling your account) without notice if you seriously or repeatedly violate these Terms of Use, our policies, infringe other people's intellectual property rights, create risk or possible legal exposure for us, or where we are required to do so by law. If we remove your content or disable or terminate your account, while we have no obligation, we will notify you where we determine appropriate. **You** or we may also delete your account or disable your application at any time. In all such cases, these Terms of Use shall terminate, but your representations, warranties, indemnities and any other provisions that, expressly or by implication are intended to survive, will survive the termination of your participation on the Tsū Social platform, your account and/ or these Terms of Use. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, please contact [\[Customer Care\]](#).
- Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it.

This Agreement and How We Handle Disagreements **Our Agreement**

- Your use of music on the Tsū Social platform is subject to these Terms of Use, our policies, and your use of the Tsū Social platform. If you use certain other features or related services, you agree to additional terms governing those features or services that will also become a part of our agreement. If any of those terms conflict with this agreement, those other terms will govern.

- If any aspect of this agreement is unenforceable, the rest will remain in effect. Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.
- **How to contact the Tsū Social Platform with Questions.**

If you have questions about these Terms of Use, you can contact us by emailing [\[Customer Care\]](#) or by mail at the address below:

tsu Inc.
P.O. Box 1061
Norwalk, CT 06854

Who Has Rights Under this Agreement?

- This agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our prior written consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens?

- We will use reasonable skill and care in providing the Tsū Social platform to you and in keeping a safe and secure environment, but we cannot guarantee that the Tsū Social platform will always function without disruptions, delays, or imperfections. We do not accept responsibility for losses (i) not caused by our material breach of these Terms, (ii) from any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter on the Tsū Social platform or (iii) from events beyond our reasonable control.
- WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE OR BACK-UP ANY USER CONTENT. YOU ARE FULLY RESPONSIBLE AND LIABLE FOR THE CONTENT THAT YOU UPLOAD.
- The above does not exclude or limit our liability for anything where the law does not permit us to do so.

Indemnification

You agree to indemnify us, as well as our respective officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to: (1) your access to and/or use of the Tsū Social platform, (2) your breach of these Terms, or (3) for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

Unsolicited Material

We always appreciate feedback or other suggestions. If we decide to use them, we may do so without any restrictions or obligation to compensate you. We are under no obligation to keep them confidential.

Updating These Terms of Use

We may change the Tsū Social platform, these Terms of Use and/or our policies at any time at our sole discretion, including to make changes so that they accurately reflect the Tsū Social platform and policies. Unless otherwise required by law, we will notify you (for example, through the Tsū Social platform) at least 30 days before we make changes to these Terms of Use or our policies and give you an opportunity to review them before they go into effect. You can delete your account if you do not want to agree to the updated Terms of Use and policies. However, if you continue to use the Tsū Social platform once the updates take effect, you will be bound by the updated Terms of Use and policies.

How We Will Handle Disputes; Arbitration; Class Action Waiver; Limits on Liability

- We would like an opportunity to address your concerns without a formal legal case. Before filing a claim against us, you agree to try to resolve the dispute informally by first contacting [\[Customer Care\]](#). We will try to resolve the dispute informally by responding to you in writing via email.
- If you are a consumer and habitually reside in a Member State of the European Union, the laws of that Member State will apply to any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms of Use or any of our other policies ("claim"), and you may resolve your claim in any competent court in that Member State that has jurisdiction over the claim. In all other cases the following shall apply, except to the extent that you are a consumer and the law of the country in which you reside does not permit the following to apply:

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- You and we agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use, the Tsū Social Platform or this Privacy Policy (a "Dispute") shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. You may choose to be represented by a lawyer in arbitration or proceed without one. You acknowledge that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action. You also agree that any Dispute in connection with these Terms of Use, the Tsū Social Platform or our [Privacy Policy](#) will be governed by the laws of the State of New York and the United States of America. This provision shall survive termination of this agreement.
- If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("Notice"). The Notice to us must be addressed to: Legal Counsel, tsu Inc., P.O. Box 1061, Norwalk, CT 06854. If we initiate arbitration, we will send a written notice to an email address you have previously provided to us, if available. A notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive

notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

- The arbitration shall be administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "JAMS Rules"), except to the extent that the JAMS Rules are inconsistent with this Agreement or the class action waiver described below. The arbitrator shall be selected in accordance with the JAMS Rules or the mutual agreement of the parties and shall follow New York law in adjudicating the Dispute. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, subject to the limitations set forth herein. The arbitrator shall issue a reasoned written decision setting forth the Arbitrator's complete determination of the Dispute and the factual findings and legal conclusions relevant to it. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless you and we agree otherwise, any arbitration hearings will take place in a location determined by JAMS and not more than 100 miles from your home. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the award of all filing, administration and arbitrator fees will be governed by the JAMS Rules.
- YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- Notwithstanding the foregoing, you and we both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights, or efforts to interfere with our service or engage with our service in unauthorized ways (for example automated ways). In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.
- The Tsū Social platform and services are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or

imperfections. To the extent permitted by law, (i) we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT and (ii) in no event shall we be liable for any special, incidental, consequential, statutory, exemplary, punitive or other indirect damages whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or for any lost profits (whether direct or indirect), lost data or loss of use damages, even if we have been advised of the possibility of such damages.

- We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).
- To the maximum extent permitted by applicable law, you agree that your sole remedy is to delete your account on the Tsū Social platform. In no event will the maximum aggregate liability arising out of your use of the Tsū Social platform exceed the greater of U.S. Fifty Dollars (\$50) or the maximum Tsū Dollar award amount you received in the six (6) months from the date of acceptance of these Terms of Use and our other policies. This limitation shall apply to any and all liabilities or causes of action however alleged or arising, including negligence, breach of contract, breach of warranty, or any other claim whether in tort, contract, or equity.
- **WAIVER OF JURY TRIAL:** YOU AGREE TO WAIVE (GIVE UP) YOUR THE RIGHT TO A TRIAL BY JURY.
- **CLASS ACTION WAIVER:** YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. This means that you cannot seek to assert class or representative claims against us either in court or in arbitration and no relief can be awarded on a class or representative basis.