



Members Terms of Service

#TheCreatorClass - Members Program
www.thecreatorclass.com

Last Updated on July 12, 2015

Welcome to the Terms of Service (these "Terms") for the #TheCreatorClass ("#TCC") site at www.thecreatorclass.com (the "Site"). This site is operated by FREE Agency (8594490 Canada Inc., or "FREE", "we", "us" and terms of similar meaning), an Ontario corporation, the owner of #TheCreatorClass brand, social channels and site. #TCC invites members of the creative community to participate in photography and video projects to be shared on the member's social channels, and in certain instances, on #TCC social channels. These projects may be sponsored by our brand partners.

In these Terms we call this website, together with any successor websites, the "Site", and we refer to the services we provide to members of our #TCC community through the Site and otherwise as the "Services". In these Terms members of our community and other users of our Services are called "Users". Please read these Terms carefully before using the Services. By becoming a member of our community or by accessing or using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not become a member of our community or use the Services.

FREE reserves the right to change or modify any of the terms and conditions contained in these Terms, or any other terms, policy or guideline applicable to the Services, including the #TheCreatorClass Member Photo Collaboration Terms of Service, at any time and in its sole discretion. If we do so, we will notify you at the email address you provide in your registration information, if any, or we will post a notice on the Site visible to you the next time you access the Site. If you do not agree with the changes, you can cancel your #TCC account with us without further obligation. Cancelling your #TCC account does not terminate any other agreement between us unless you and we agree to do so. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your continued use of the Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any other terms, policies and documents incorporated or referred to in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the 'last updated' date at the top. If you do not agree to any such changes or modifications, you must stop using the Services. If you have any questions about the Terms or any other terms, policy or guideline applicable to the Services, please email us at members@thecreatorclass.com. The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Site.

1. Privacy Policy

Please refer to FREE's privacy policy [<http://thecreatorclass.com/legal/tcc-members-privacy.pdf>] (the "Privacy Policy") for information on how FREE collects, uses and discloses personally identifiable information from Users. By using the Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

2. Registration Data; Account Security

If you register for a #TCC account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services (“Registration Data”); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to FREE, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to FREE. You are responsible for all activity on your #TCC account.

3. Fees

In general, there are no fees applicable to your use of the Services. If any fees are applicable, they will be posted on the Site or notified to you in connection with the particular Service.

4. Ownership, Copyright and Trademarks

In these Terms the content available from us through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called “Content”. Content provided by Users is called “User Content”.

User Content is that User’s property. Our only right to that User Content is the limited licenses to it granted to us in these Terms. Those licenses are described in Section 5 and Section 16 of these Terms.

Other than the User Content, the Services, all Content and all software available through the Site and Services or used to create and operate the Site and Services is the property of FREE or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by FREE.

5. Your Limited License of Your User Content to FREE

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now and in the future. For example, if you leave comments on the FREE blog or posts on the FREE forum, we need your license to display that User Content through the Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. In addition, if you post content on a social channel hashtagged with #TCC or other FREE identifier, we have the right to repost it on that channel under our account using our hashtag or other identifier.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant FREE and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content (including on social channels), in the manner in and for the purposes for which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of

such User Content does not violate these Terms, or any other terms, policy or guideline applicable to the Services or such social channels, and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users through the Site, you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Services, as described in Section 5 of these Terms.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

6. Our Limited License of Content to You

FREE grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content (except for page cacheing) except as expressly permitted in these Terms or other terms, policies or guidelines applicable to the Services; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your #TCC account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms or any other terms, policy or guideline applicable to the Services may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by FREE at any time.

You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

To request permission for uses of Content not included in this license, you may contact FREE at the address set out at the bottom of these Terms.

7. Use of Public Areas of the Site and the Services

The Site and Services may include discussion forums, bulletin boards, review services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on the Services (“Public Areas”). If FREE provides such Public Areas, you are solely responsible for your use of such Public Areas and use them at your own risk. User Content submitted to any public area of the Services

will be considered non-confidential. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, state, national or international law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Content that is unrelated to the topic of the Public Area(s) in which such Content is posted; or
- Content that, in the sole judgment of FREE, is objectionable or which restricts or inhibits any other person from using or enjoying the Public Areas or the Services, or which may expose FREE or its affiliates or its users to any harm or liability of any type.

Finally, FREE has a “zero-tolerance” policy towards SPAM: you may not use the Public Areas or the Services generally to send commercial or other messages to any third-party if those messages are not solicited, authorized or welcomed by the third-party, and in your use of the Services you must comply with all applicable laws, including laws that apply in any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Public Areas or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Public Areas and/or the Services.

8. No Responsibility for Third-Parties

As a service to our users, the Site may contain links to third-party Websites (“Third-Party Sites”) or third-party content (“Third-Party Content”) and may provide third-party services (“Third-Party Services”) that you may use in connection with your use of the Services. You use Third-Party Sites, Third-Party Content (together, the “Third-Party Materials”) or Third-Party Services at your own risk.

FREE makes no claim or representation regarding Third-Party Materials and Third-Party Services, and provides them or links to them only as a convenience. Inclusion in the Services of Third-Party Materials does not imply FREE' endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Materials. FREE accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third-Party Materials, or Websites linking to the Services. When you leave the Services, our terms and policies no longer govern, and when you use Third-Party Services their terms and policies apply. You should review applicable terms and policies, including privacy and data gathering practices, of any

Third-Party Materials and Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9. Advertisements and Promotions

FREE may run advertisements and promotions from third parties on the Site and the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than FREE, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. FREE is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Services.

10. Warranty Disclaimer

The Site, the Content and the Services are provided to you on an “as is” basis without warranties from FREE of any kind, either express or implied. FREE expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. FREE does not represent or warrant that Site, the Content or the Services are accurate, complete, reliable, current or error-free.

While FREE attempts to make your access to and use of the Services safe, FREE does not represent or warrant that the Site, the Content or the Services are free of viruses or other harmful components.

11. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against FREE, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the “Released Parties”) arising out of or in any way relating to your use of the Site, the Content or the Services, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the Site, the Content or the Services. You use the Site, the Content and the Services at your own risk.

You acknowledge that we have no liability or responsibility to you for the conduct of any third party, including those to whom you are introduced through the Services.

We are not responsible for any loss, injury (physical or otherwise, including death), damage or liability that you or anyone under your care or custody might suffer or incur at any FREE event.

Without limitation of the foregoing, neither FREE nor any other Released Party shall be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Site, the Content or the Services, including without limitation any damages caused by or resulting from your reliance on the Site, the Content or the Services or other information obtained from FREE or any other Released Party or accessible via the Site, the Content or the Services, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or

any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to FREE or any other Released Party's records, programs or services.

In no event shall the aggregate liability of FREE, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site, the Content or the Services exceed any compensation paid by you for access to or use of the Site, the Content or the Services, as the case may be, during the three months prior to the date of any claim.

You shall defend, indemnify and hold harmless FREE and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site, the Content and the Services, and from our or our licensees' use of your User Content, including any claims made by any person that any of your User Content infringes the rights, including the intellectual property rights, of any third party.

12. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data or otherwise provide to us. Or we may post a notice to Users in the dashboard area of your #TCC account on the Site, or post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

13. Applicable Law and Venue

The Services are controlled by FREE and operated by it from its offices in Toronto, Ontario. You and FREE both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and FREE explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site, the Content or the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any other terms, policy or guideline applicable to the Services.

You agree that all Claims will be heard and resolved in a court of competent subject matter jurisdiction located in Toronto, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you choose to access the Services from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify FREE and the other Released Parties for your failure to comply with any such laws.

14. Termination / Modification of License and Site Offerings

Notwithstanding any provision of these Terms or any other terms, policy or guideline applicable to the Services, FREE reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Services, or any portion thereof; (b) block or prevent your future

access to and use of all or any portion of the Services or Content; (c) change, suspend or discontinue any aspect of the Services or Content; and (d) impose limits on the Services or Content.

15. Termination of Agreement

You and FREE may terminate your use of the Services at any time. When your #TCC account is terminated, your User Content will, shortly thereafter, not appear on the Services, except for User Content submitted to public areas of the Site such as the blog, forum, or product reviews, which may remain on the Site after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes.

If these Terms expire or terminate for any reason, Sections 4, 8, 10, 11, 12, 13, 15, and 16, and any representation or warranty you make in these Terms, shall survive indefinitely.

16. Miscellaneous

If any provision of these Terms or any other terms, policy or guideline applicable to the Services shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. FREE may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of FREE, and any such attempted assignment will be void and unenforceable. These Terms and any other terms and policies applicable to the Services constitute the entire agreement between you and FREE regarding your use of the Site, the Content and the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and FREE regarding your use of them. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

17. Questions and Comments

It is our goal to make our Terms of Service easy to understand. If you have questions, concerns or if you would like more detailed information, please email us at members@thecreatorclass.com

FREE
203 – 176 John Street
Toronto, ON Canada
M5T 1X5