

# SB2S Media Startup Terms and Conditions Policy



**SOUP BOWL2SPOON MEDIA STARTUP**  
**DESIGN WITH PURPOSE**

## Soup Bowl2Spoon Media Startup (SB2S) Terms of Use

Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary to protect both you and us, and to make our services possible and more enjoyable for everyone. SB2S offers its customers a platform for online shopping.

You may visit and/or use the SB2S and/or the SB2S only if you fully agree to SB2S - and by using and/or registering on the SB2S website, you signify and affirm your informed consent to these Terms of Use and any other SB2S terms applicable to your use of any SB2S Service. If you do not read, fully understand, and agree to SB2S, you must immediately leave the SB2S Website and avoid or discontinue all use of the SB2S Services.

By using our Services, you acknowledge that you have read our Privacy Policy available at <https://www.soupbowl2spoon.com/about/Privacy> ("Privacy Policy").

In case of a dispute on User Account ownership, we reserve the right to determine ownership to a User Account based on our reasonable judgment, whether an independent investigation has been conducted by us. However, if we cannot make such a determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, resolve, without liability to you or any other party. We may request documentation (e.g. government-issued ID, a business license) that may assist us in determining ownership. Among others, we may consider the principles set forth below.

SB2S will consider the owner of a User Account, SB2S will consider the user, as the person or entity who has access to the e-mail address listed in SB2S records for such User Account under which such user account was created.

If any Paid Services (as defined in Section 5 below) were purchased via a User Account, SB2S will consider the owner of such User Account created thereunder, maybe the person or entity whose billing details were used to purchase such Paid Services ("Billing Information"). Notwithstanding the foregoing, when applicable if a User creates an account the SB2S will consider the owner of such account as the person or entity registered as the registrant of such account thereunder.

# SB2S Media Startup Terms and Conditions Policy

You have the option of creating a user account. If you exercise your right to open an account:

You should keep your username and password protected and safe, and only allow people you trust to access your account or website settings. All activities that occur under your user account are your responsibility along with any outstanding payments for products or services rendered.

The account information you provide us must be your own (or your company's) and be accurate and complete.

When a user account is disputed, we may determine the ownership of such user account.

In case of a dispute on User Account ownership, we reserve the right to determine ownership to a User Account based on our reasonable judgment, whether an independent investigation has been conducted by us. However, if we cannot make such a determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, resolve, without liability to you or any other party. We may request documentation (e.g. government-issued ID, a business license) that may assist us in determining ownership.

You represent and warrant that:

1. To create an account/use an account for our services or products you affirm that you are of legal age or have the permission of a parent/guardian to do so.

SB2S restricts the purchase of all Hemp products to those of legal age or majority only. To access/ purchase any of our Hemp/CBD products you affirm that you are at least eighteen (18) years of age, or sixteen (16) years of age if you are an individual within the European Union (EU), or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into SB2S Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the SB2S Terms;

2. you are not a resident of (or will use SB2S Services/Products in) a country that the U.S. government has embargoed for use of SB2S Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations.

3. your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us.

4. You understand that the SB2S does not provide any legal advice or any recommendation concerning any laws or requirements applicable to your use or any of your End Users, or your compliance therewith.

SB2S Services also include promotions of third-party services and products:

# SB2S Media Startup Terms and Conditions Policy

SB2S Services also include certain features that enable contractors to sell goods, content, media, event tickets, and services through our User Platform (“User Products”, and collectively – “E-Commerce”). SB2S is not responsible for any services provided by third-party contractors or product/service claims/disputes of third-party users.

A Contractor is solely responsible for their User Products and E-Commerce related activities, and any promotions and related Content contained or referred to in the User Platform, and compliance with any laws applicable thereto. We are merely providing the platform for you to manage your online E-Commerce activities. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your User Products outside of the services related to business development.

When someone purchases your User Products through the site, the payments for such transactions will be processed through SB2S Payments or a third-party payment service provider (“Payment Provider(s)”), and any contractual payout to the contractor via payment schedule. Any third-party payment for services rendered on-site will be paid to SB2S per the contractual pay schedule.

Such SB2S Payments account shall be governed by SB2S Payments Terms of Use, which are hereby incorporated by reference.

You undertake and agree to:

1. Fully comply with all applicable laws and any other contractual terms that govern your use of the SB2S Products/Services (and any related interaction or transaction), including those specific laws applicable to you or your End Users in any of your geographical locations.
2. be solely responsible and liable concerning any of the uses of SB2S Services/Products which occur under your User Account
3. receive time-to-time promotional messages and materials from SB2S t or its partners, by mail, e-mail, or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time.
4. use any illegal action to collect login data and/or passwords for other websites, third parties, software, or services.
5. phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments unless done following any applicable law, including, with the PCI DSS standard when applicable.
6. upload, insert, collect, or otherwise make available within the SB2S Website or SB2S Services (or any part thereof), any malicious, unlawful, defamatory, or obscene Content.
7. publish and/or make any use of the SB2S Services or Licensed Content on any website, media, network, or system other than those provided by SB2S, and/or frame, “deep link”, “page-scrape”, mirror, and/or create a browser or border environment around any of SB2S Services.
8. use any “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of SB2S Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of SB2S Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through SB2S Services;
9. act in a manner that might be perceived as damaging to SB2S’s reputation and goodwill or which may bring SB2S into disrepute or harm.
10. purchase search engine or other pay-per-click keywords (such as Google AdWords), or domain names that use SB2S or SB2S Marks and/or variations and misspellings thereof.

# SB2S Media Startup Terms and Conditions Policy

11. impersonate any person or entity or provide false information on SB2S Services or platform, whether directly or indirectly, or otherwise perform any manipulation to disguise your identity or the origin of any message or transmittal you send to SB2S and/or any End Users.
12. falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that SB2S or any third party endorses you, your User Platform, your business, your User Products, or any statement you make.
13. reverse look-up, trace, or seek to trace another User of SB2S Services, or otherwise interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of SB2S Services and/or User Platform without their express and informed consent.
14. disable, circumvent, bypass, or otherwise avoid any measures used to prevent or restrict access to the SB2S Services, User Platform, the account of another User(s), or any other systems or networks connected to the SB2S Services, by hacking, password mining, or other illegitimate or prohibited means.
15. probe, scan, or test the vulnerability of the SB2S Services or any network connected to SB2S Services.
16. upload to SB2S Services and/or User Platform or otherwise use them to design, develop, distribute, and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
17. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of SB2S Services or SB2S systems or networks connected to the SB2S Services, or otherwise interfere with or disrupt the operation of any of the SB2S Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.
18. use any of SB2S Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising.
19. use SB2S Services for the creation and operation of websites whose main purpose (directly or indirectly) is video streaming.
20. access to SB2S Services, User Accounts, Licensed Content, and/or User Content, through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.
21. sell, license, or exploit for any commercial purposes any use of or access to the Licensed Content and/or SB2S, except as expressly permitted by SB2S Terms.
22. remove or alter any copyright notices, watermarks, restrictions, and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying SB2S Services and/or Licensed Content; or
23. violate, attempt to violate, or otherwise fail to comply with any of the SB2S Terms or any laws or requirements applicable to your use of SB2S Services.
24. access or use the Services for benchmarking or similar competitive analysis purposes or to build a competitive product or service.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Product/Services.

# **SB2S Media Startup Terms and Conditions Policy**

Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, SB2S may immediately revoke your access to SB2S Services. SB2S's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

SB2S is subject to dispute resolution, governing law, disclaimer of warranties, limitation of liability, and all other terms in SB2S Terms of Use.

SB2S and/or its affiliated companies will issue an invoice or credit memo for any payment of Fees or refund made to or by SB2S ("Invoice"). Each Invoice will be issued in electronic form and based on the country stated in your billing address and will be made available to you via your User Account and/or by e-mail. For issuing the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.