



## **TERMS AND CONDITIONS**

**Effective MAY 25th, 2020**

### **Welcome!**

We're happy you've decided to use our products and services, all of which we refer to simply as the "Services."

We've drafted these Terms of Service (which we simply call the "Terms") so that you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and iPOLPO, Inc. So please read them carefully.

### **By using the Services, you agree to the Terms.**

**If you don't agree with them, then please don't use the Services. The Terms were created to ensure that users within the iPOLPO community have a good experience, so please don't be "CREEPY". (iPOLPO administration reserves the right to determine what IS & IS NOT "creepy")**

### **BY USING THESE SERVICES, YOU CONFIRM YOUR UNDERSTANDING THAT:**

A) YOU ARE 18 YEARS OR ...

B) IF YOU ARE BETWEEN 15 TO 17 YEARS OLD ASK YOUR LEGAL GUARDIAN THEIR PERMISSION FOR YOU TO USE THIS SERVICE.

YOU CANNOT USE THIS SERVICE IF YOU ARE UNDER 15 YEARS.

IF YOU POST A PHOTO TO iPOLPO OF ANYONE UNDER 15 YEARS OLD AND THE PHOTO IS REPORTED (FOR ANY REASON) IT WILL BE REMOVED ASAP BY iPOLPO STAFF.

### **OVERALL USE REGULATIONS:**

1) DO NOT UPLOAD PHOTOS OF NUDITY OR PROFANITY

2) Only upload content you have the legal right to display/sell



3) DO NOT UPLOAD PHOTOS OF CHILDREN UNDER 18 YEARS OLD WITHOUT GUARDIAN APPROVAL

4) RESPECT PHOTOGRAPHY RULES IN PRIVATE ESTABLISHMENTS

iPOLPO IS A PHOTO-SHARING, SELLING & BUYING PLATFORM, ITS CONTENT IS UPLOADED AND PROVIDED BY OUR USERS AND THEREFORE iPOLPO CLAIMS **NO RESPONSIBILITY** FOR UPLOADED CONTENT. FLAGGED PHOTOS WILL BE REVIEWED AND REMOVED AS SEEN FIT BY iPOLPO ADMINISTRATION AND IN COMPLIANCE TO CANADIAN LAWS & REGULATIONS.

**ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE.**

EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND iPOLPO AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND iPOLPO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## **1. Who Can Use the Services**

**No one under 15 is allowed to create an account or use the Services.** We or our partners may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

- You can form a binding contract with iPOLPO—meaning that if you're between 15 to 17 years of age, your parent or legal guardian has reviewed and agreed to these Terms on your behalf;
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.
- If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.



## 2. Your Content

- Our Services let you upload, sell, buy, download and store content (photos).
- The ownership of content remains with the maker of the photo (the copyright owner/ photographer) and NOTHING in this T&C shall be construed as a transfer of copyright to iPOLPO or any users that may purchase a photo using our platform.
- When you upload a photo make sure you have the legal right to display and sell it.
- When you sell a photo, you create an agreement between YOU (the Seller) and the Buyer, under which the Seller will grant permission for either personal use of the image or a ONE-TIME use agreement for news purposes and/or in use of promoting the specific event at which the same photo was captured.
- The buyer may NOT purchase a photograph with intent to distribute the photo to multiple end users (this applies to free re-sharing or for profit). Such acts, if brought to our attention, will be deemed as breach of terms of use and depending on severity may result in immediate deletion of the user account. Furthermore, the photographer (copyright owner) will have the option to pursue this breach in a court of law for further damages. Without the necessary involvement by iPOLPO.
- As a buyer, please be respectful of the photographers (copyright owner) time and artistic skill to capture a great photo and only use/ publish the photo only AFTER you have paid the asking price.
- DO NOT SCREENSHOT
- In hopes to avoid screenshots of photos and their use without payment, iPOLPO has watermarked all photos upon upload with the exception of photographs uploaded at the zero price. The five-point multiple octopi watermark serves as a deterrent against screenshots without payment. iPOLPO however cannot stop users from taking screenshots and therefore iPOLPO absolves itself of financial obligation to the Seller for any such watermarked photo if used without payment.
- Additionally, iPOLPO displays all images in a downgraded pixel quality as a further deterrent against screenshots/ non-payment. Only with purchase are the photographs made available in full resolution and without watermarks.



- There may be multiple buyers of the same uploaded photo, each may use this same photograph ONE TIME (unless for personal use).
- **Please comply with copyright regulations.**
- **Under NO CIRCUMSTANCE may a buyer reproduce or resell the purchased photo.**
- **Under NO CIRCUMSTANCE may a buyer use any purchased photos in any product advertising. iPOLPO IS NOT A STOCK PHOTOGRAPHY SITE. We do not require model release forms and therefore NO PHOTOS PURCHASED SHALL BE USED FOR PRODUCT PROMOTIONS**
- Please do not repost the same one photo onto iPOLPO twice. Each photo may only be uploaded to iPOLPO one time.
- Because the nature of the purchase is an immediate download of digital content, IPOLPO DOES NOT GRANT ANY REFUNDS. NO EXCEPTIONS. THERE ARE NO REFUNDS ONCE PURCHASE IS CONFIRMED.
- Ideally, we would like this to be a perfect world and iPOLPO to be a perfect photo market place, where all Users play fair and purchase the uploaded photos as intended. If this is not the case, then iPOLPO holds no legal or financial obligation to any User if a sale is not completed. By using this service, it is implied that you (the User) understand the no obligation statement and will NOT hold iPOLPO liable.
- When you upload, you grant iPOLPO a worldwide, perpetual, royalty-free, sub licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, create derivative works from, publicly perform, broadcast, distribute, syndicate, promote, exhibit, and publicly display that content in any form and in any and all media or distribution methods (now known or later developed). We will use this license for the limited purpose of operating, developing, providing, promoting, and improving the Services; researching and developing new ones.
- To the extent it's necessary, you also grant iPOLPO the unrestricted, worldwide, perpetual right and license to use all media and distribution channels (now known or later developed) in connection with any Live Story or other crowd-sourced content you create, upload, post, send, or appear in. This means, among other things, that you will not be entitled to any compensation from iPOLPO if your username and/or content is conveyed through the Services.



- While we are not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms.
- You alone remain responsible for the content you create, post, store, or send through the Services.
- We always love to hear from our users. But if you volunteer feedback or suggestions, please know that we can use your ideas without compensating you.

### 3. The Content of Others

Much of the content on our Services is produced by users, publishers, and other third parties. The content is the sole responsibility of the person or organization that created it. Although iPOLPO reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. **iPOLPO cannot—and does not—take responsibility for any content that Users provide through the Services.**

Through these Terms, iPOLPO makes clear that we do not want the Services put to bad uses. However, because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms or Guidelines. If you as the User come across content that you feel needs to be brought to our attention, then please FLAG the photo so the iPOLPO team may review it.

### 4. Privacy

Your privacy matters to us.

- IPOLPO is a GLOBAL CROWDSOURCED PHOTO MARKET PLATFORM. To create an account with iPOLPO all we ask is for you (the User) to provide a valid email address and a encrypted passcode only YOU have access to.

**\*\*\*PLEASE NOTE: THE EMAIL YOU USE TO SET UP YOUR iPOLPO ACCOUNT WILL BE USED TO SEND YOU MONEY VIA PAYPAL FOR PHOTOS SOLD. PLEASE MAKESURE YOUR EMAIL IS SET UP WITH PAYPAL.**



- You the User, will remain ANNONYMOUS on the iPOLPO site both as the Seller and/or the Buyer. iPOLPO does NOT focus on profiles and does NOT allow for “followers”. iPOLPO is simply a global photo market for TIME SENSITIVE PHOTOS at SPECIFIC LOCATIONS where an event of interest may have happened.
- iPOLPO focuses on THE PHOTOGRAPH CAPTURED not on the photographer. If you wish, you may watermark your photos prior to upload. iPOLPO does not have this feature for you at this time but may be added in the future.
- iPOLPO does not collect any personal financial information. In order to maintain a high standard of consumer safety iPOLPO has set up an automated APPLE and GOOGLE in-store purchase and a PayPal payment system.

You can learn how we handle the minimal information we collect when you use our Services by reading our **PRIVACY POLICY**. We encourage you to give the privacy policy a careful look because, by using our Services, you agree that iPOLPO can collect and use this information consistent with that policy.

## 5. Respecting Other People’s Rights

iPOLPO respects the rights of others. And so should you. Therefore, as a USER you may not post or send content that:

- 1)violates or infringes someone else’s rights of publicity, privacy, copyright, trademark, or other intellectual property right;
- 2)bullies, harasses, or intimidates;
- 3)defames; or
- 4)spams or solicits iPOLPO’s users.

You must also respect iPOLPO’s rights. These Terms do not grant you any right to use branding, logos, designs, photographs, or any other materials used in our Services. Nor



may you download, distribute, syndicate, broadcast, perform, or display any portion of the Services except as set forth in these Terms.

In short: You may not use the Services in ways that are not authorized by these Terms. ALSO, be logical, the main purpose of iPOLPO is to SELL YOUR PHOTOS to other USERS/BUYERS that will know to look for the photos by time & location. If you upload any of the above-mentioned rights-violating photos:

- 1) the chances of selling will decrease.
- 2) The chances of your photos being flagged by other Users & removed by administration will increase
- 3) And if you are a repeat offender the chance of your account being permanently deleted will also increase. WE WILL REPORT ANY CRIMINAL IMAGES TO AUTHORITIES.

So keep your uploads useful, positive and sellable!

## **6. Safety**

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in: By using the Services, you (the User) agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms;
- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information;
- You will not use or develop any third-party applications that interact with other users' content or the Services without our written consent;
- You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- You will not use or attempt to use another user's account, username, or password without their permission;
- You will not solicit login credentials from another user;
- You will not post content that contains children under 18 without guardian preapproval.
- You will not post content of pornography, or incitements to violence;



- You will not upload viruses or other malicious code or otherwise compromise the security of the Services;
- You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- You will not probe, scan, or test the vulnerability of our Services or any system or network; and
- You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. And never put yourself or others in harm's way just to capture a photo. **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL IPOLPO BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT and/or CONSEQUENTIAL DAMAGES/INJURY.**

REMEMBER SAFETY FIRST...ITS JUST A PHOTO!

## **7. Your Account**

You are responsible for any activity that occurs in your account. So, it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account (minimum of six characters containing a minimum of one number and one uppercase letter).

By using the Services, you agree that, in addition to exercising common sense:

- You will not create another account if we have already disabled your account, unless you have our written permission to do so;
- You will not buy, sell, rent, or lease access to your iPOLPO account or username, or a friend link without our written permission;
- You will not share your password; and
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.





iPOLPO RESERVES THE RIGHT OF REMOVING/DELETING ANY CONTENT WITHOUT WARNING FOR ANY REASON.

If you think that someone has gained access to your account, please immediately reach out to [help@ipolpo.com](mailto:help@ipolpo.com).

## **8. In-App Purchases and Payments**

iPOLPO offers virtual goods and services (all of which we call “Products”)

**iPOLPO's sole focus is to connect Users who upload photos to sell (the photographer), to Users who are potential buyers (the Buyer)- these are our Services.** iPOLPO is a crowdsourced marketplace for photos, searchable by time and location.

**1) AS A BUYER** you will always be shown the price for any Product/Photo BEFORE you complete the purchase. Prices are **IN USD\$\$ but converted by APPLE/GOOGLE to your local currency.**

**2) iPOLPO DOES NOT** handle purchases or payment processing for purchases; those are handled by the app store you use (Apple’s App Store or Google’s Play Store) and on iPOLPO website this payment is handled by PayPal services. The service you use may charge you sales tax, depending on where you live. Please check with the appropriate service store’s relevant terms for details.

**3) ALL iPOLPO SALES ARE FINAL AND NON-REFUNDABLE,** and because we give you immediate access to your purchase once you tap "Buy", you waive any right you may have to cancel your purchase or to get a refund once it's completed.

**BY ACCEPTING THESE TERMS, YOU AGREE THAT iPOLPO IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON.**

**4) AS A SELLER** (photographer) you will always be shown the price options BEFORE you select photos to upload. The price categories are in USD\$\$ (based on the Apple/Google in-app purchase tier system). The price options are non-negotiable and divided



as shown in the table below. In order to maintain consistency, iPOLPO pricing is the same on our website as in-app.

**5)** iPOLPO may change, modify, or eliminate Products at any time, with or without notice. You agree that we will bear no liability to you or any third party if we do so. If we suspend or terminate your account, you will lose any Products you purchased and not downloaded through the Services.

**6)** It's your sole responsibility to manage your in-app purchases. For information about how to restrict in-app purchases on your device, please consult your app store's terms. If you are under 18, you must obtain your parent's or guardian's consent before making any purchases. If your purchases have been made through the iPOLPO website same rules apply.

**7)** Payments to sellers of virtual product on iPOLPO will be handled by a third party institution= PayPal. The terms and conditions of the third party financial institution (PayPal) will apply to the seller, subject to that third party's separate terms of use. Furthermore, iPOLPO reserves the right to change the third party financial institution for such payments in the future.

PRICE OF PHOTO UPLOADED -USD	SELLERS NET PROFIT -USD
FREE	FREE
\$2.99	\$1.00
\$10.99	\$5.00
\$25.99	\$15.00
\$49.99	\$30.00
\$99.99	\$60.00

(please see the Pricing and Legal tab in Accounts Page for details of pricing)



## **PURCHASE/PAYMENT FLOW CHART SIMPLIFIED:**

### WHEN USING the iPOLPO APP:

- 1) SELLER UPLOADS & CHOOSES PRICE BASED ON QUALITY OF PHOTO AND SUBJECT MATTER
- 2) BUYER SELECTS PHOTO AND CONFIRMS PAYMENT (VIA APPLE or GOOGLE IN-APP PURCHASE) BUYER MUST HAVE AN EXISTING iTUNES or GOOGLE PLAY ACCOUNT.
- 3) iPOLPO WAITS FOR APPLE/Google TO RELEASE FUNDS (THIS PROCESS MAY TAKE UP TO “MONTHS END + 30 DAYS” per Apple /Google Developer agreement).  
As example: iPOLPO may get paid out by Apple one month behind, for January at the start of March.
- 4) iPOLPO WILL PAYOUT SELLER WITHIN 7DAYS OF FUNDS RECEIVED FROM APPLE/ Google.
- 5) PAYMENT WILL BE MADE VIA PAYPAL DIRECT TO THE EMAIL USED TO SET UP iPOLPO USER ACCOUNT. (SELLER MUST HAVE PAYPAL ACCOUNT IN ORDER FOR PAYMENTS TO BE PROCESSED.)

### **FOR BEST USER ESPERIENCE**

**PLEASE ONLY USE THE [www.iPOLPO.com](http://www.iPOLPO.com) WEBSITE TO MASS-UPLOAD PHOTOS.**

\*\*PLEASE NOTE: ALTHOUGHT THE PROCESS (to get sellers profits paid out) SEEMS LENGTHY, iPOLPO HOPES THAT YOU AS THE USER UNDERSTAND THE COMPLEXITY OF INTERNATIONAL COMMERCE (exchange rates, local taxes & fees, verifying payments and distributions of funds all take time to process) iPOLPO will promptly redirect any net profits to our Users/Sellers within seven days. However, iPOLPO cannot be held responsible for the process Apple, Google and/or PayPal use to get the funds to iPOLPO.

## **10. Your License**



iPOLPO grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms allow.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions, or you have our written permission to do so.

## **11. Data Charges and Mobile Phones**

You are responsible for any mobile charges that you may incur for using our Services, including data charges. If you are unsure what those charges may be, you should ask your service provider before using the Services.

If you change or deactivate the email that you used to create an iPOLPO account, you must update your account information through Settings within 24 hours to prevent us from sending to someone else messages intended for you (especially payments).

## **12. Third-Party Services**

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you the User. iPOLPO is not responsible or liable for those third party's terms or actions taken under the third party's terms.

## **13. Modifying the Services and Termination**



We may add or remove features or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

iPOLPO may also terminate these Terms with you at any time, for any reason, and without advance notice. That means that we may stop providing you with any Services or impose new or additional limits on your ability to use the Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you (the User) and iPOLPO continue to be bound by these Terms.

## **14. Indemnity**

You agree to indemnify, defend, and hold harmless iPOLPO, our managing members, shareholders, employees, affiliates, licensors, and suppliers from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms. If you are agreeing to these Terms on behalf of a business or other entity, this indemnity obligation applies to that business or other entity.

## **15. Disclaimers**

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE iPOLPO ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, ACCURATE OR TIMELY; (B) THE SERVICES WILL ALWAYS



FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY iPOLPO CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

iPOLPO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH iPOLPO WILL BE RESPONSIBLE FOR. WE ENCOURGE OUR USERS TO FLAG ANY SUCH CONTENT SO IPOLPO ADMINISTRATION MAY REVIEW PROMPTLY.

iPOLPO also does not guarantee the sale of any uploaded content by you or any other user. The uploaded content is watermarked for partial safeguard against screenshots and to promote the sale of a photo; however, the watermark does not guarantee the sale.

iPOLPO operates on all smartphones and through the internet and therefore screenshots of watermarked photos are possible.

**iPOLPO STRONGLY DISCOURAGES REGISTERED AND/OR VISITING USERS FROM GRABBING SCREENSHOTS OF WATERMARKED PHOTOS.**

If a watermarked photo is obtained without paying the requested fee to the photographer, iPOLPO will not be held financially liable for the lost sale.

## **16. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, iPOLPO AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE



SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR POSTS, EVEN IF iPOLPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL iPOLPO'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID iPOLPO, IF ANY, IN THE LAST 12 MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

## **17. Arbitration, Class Waiver, and Jury Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH iPOLPO AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a. **Applicability of Arbitration Agreement.** All claims and disputes arising out of, relating to, or in connection with the Terms or the use the Services that cannot be resolved informally or in small claims court will be resolved by binding arbitration on an individual basis, except that you and iPOLPO are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.
- b. **Arbitration Rules.** The Canadian Arbitration Rules governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the Canadian Arbitration Association ("CAA"). If the CAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The CAA Consumer Arbitration Rules governing the arbitration are available online at [CAA Arb Rules Revised 21 Jan 2015](#). The arbitration will be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than \$10,000 USD may be



resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- c. **Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- d. **Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and iPOLPO. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and iPOLPO.
- e. **Waiver of Jury Trial.** YOU AND iPOLPO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and iPOLPO are instead electing to have all claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. If any litigation should arise between you and iPOLPO over whether to vacate or enforce an arbitration award or otherwise, YOU AND iPOLPO WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.





- f. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead all claims and disputes will be resolved in a court.
- g. **Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- h. **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- i. **Small Claims Court.** Notwithstanding the foregoing, either you or iPOLPO may bring an individual action in small claims court.
- j. **Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with iPOLPO.

## 18. Forum and Venue

To the extent the parties are permitted under these Terms to initiate litigation in a court, both you the User and iPOLPO agree that all claims and disputes in connection with the Terms or the use of the Services will be litigated exclusively in the Canadian Courts within British Columbia. If, however, that court would lack original jurisdiction over the litigation, then all claims and disputes in connection with the Terms or the use of the



Services must be litigated exclusively in the Supreme Court of Canada. You and iPOLPO consent to the personal jurisdiction of both courts.

## **19. Choice of Law**

The laws of Canada, other than its conflict-of-laws principles, will govern all disputes between you the User and iPOLPO, but only to the extent they are not preempted by the Canadian Arbitration Rules.

## **20. Severability**

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

## **21. Final Terms**

- These Terms make up the entire agreement between you the User and iPOLPO and supersede any prior agreements.
- These Terms do not create or confer any third-party beneficiary rights.
- If we do not enforce a provision in these Terms, it will not be considered a waiver.
- We reserve all rights not expressly granted to you.

## **Contact Us**

iPOLPO welcomes comments, questions, concerns, or suggestions.

Please contact us by email at [help@ipolpo.com](mailto:help@ipolpo.com)

iPOLPO Inc. is located in Fort Langley, BC CANADA.

Please join us on social media at: iPOLPOPHOTOS

Twitter, Instagram, Facebook and LinkedIn