# **Snipp Research Terms and Conditions**

### 1. Applicability and Agreement

These Terms and Conditions (these "**Terms**") govern and apply to your use of Snipp's (as defined herein) panels and related services, including, without limitation: (a) membership of a Snipp panel or subpanel (each, a "**Panel**") (2) use of and/or access to any Panel website (each, a "**Website**") (3) participation in any survey or study offered, provided, hosted, or administered by or through a Panel, and (4) your eligibility for, and/or redemption of, rewards, incentives, and prizes offered for certain actions and activities, including, without limitation, successfully completing surveys (collectively, the "**Services**").

All references in these Terms to "**Us**" or "**We**" refer to Snipp Interactive Inc., a British Columbia, Canada corporation ("**Snipp**").

These "**Terms**" or "**Agreement**" constitute a legally binding agreement between you and Snipp. By signing up, accessing, using, and/or participating in the Services you hereby expressly agree to comply with, and be bound by, these Terms.

Snipp reserves the right to refuse, restrict, prohibit, or reject your access to, use of, and/or participation in the Services, at any time and for any reason.

Please read the following Terms of Use carefully before using any of the Services. Your use of the Service constitutes your agreement to be bound by this Agreement.

THIS AGREEMENT ALSO INCLUDES A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

## 2. <u>Membership</u>

Panel membership is generally open to individuals who satisfy the requirements for membership. We only allow one member per unique email address. Members may maintain only one account. The Services are open to individuals only who register using their legal name. Any registrations made under an alias will be a violation of these Terms and Conditions. Please review individual Panel and sweepstakes rules for details of eligibility and income tax implications. Snipp may refuse to provide the Services to anyone, at any time and for any reason or no reason, at its sole discretion.

# 3. <u>Use of Services</u>

The Services are for personal, non-commercial use. You may use the Services only when and as available. Snipp reserves the right to change, modify, or eliminate, and/or restrict or block access to, all or any part of the Services, without notice, at any time, for any reason or no reason.

Snipp provides Panel members with the opportunity to participate in surveys. You may unsubscribe from Panel membership at any time, see Section 11 "Opt Out Policy" below.

# 4. Registration and Passwords

In order to register as a Panel member, you must register with or for the Panel and provide certain personal information. Panel members are required to truthfully provide all information. Snipp reserves the right to restrict or prohibit your use of, access to, and/or participation in the Services if you provide, or Snipp reasonably suspects that you have provided, information that is untrue, inaccurate, not current, or incomplete.

Panel members are solely responsible for the security of their user names and passwords and will be solely liable and responsible for any use, whether authorized or unauthorized, of their membership accounts.

Panel membership is specific to the individual who registers for membership with the Panel.

You acknowledge that you are accessing, using, and/or participating in the Services in the capacity of an independent contractor, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

# 5. <u>Unauthorized Use</u>

You agree not to: (i) use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute data or content available in connection with the Services, or to manipulate the results of any survey, prize draw, or contest; (ii) take any action to interfere with any Website or an individual's use of any Website, including, without limitation, by overloading, "flooding", or "crashing" any Website; (iii) send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, without limitation, spyware; (iv) collect any personally identifiable information of or about any other user of the Services; (v) send unsolicited emails, including, without limitation, promotions and/or advertising of products or services; (vi) open, use, or maintain more than one (1) membership account with a Panel; (vii) forge or mask your true identity; (viii) frame a portion(s) of any Website within another website or alter the appearance of any Website; (ix) establish links from any other website to any page of, on, or located within any Website or to the Services, without the prior express written permission of Snipp; (x) post or transmit any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous, or inflammatory material or content or any material or content that could otherwise violate Applicable Laws (as defined herein); (xi) impersonate any person or entity or misrepresent your affiliation with a person or entity; (xii) create more than one Snipp account; (xiii) engage in any fraudulent activity, including, without limitation, speeding through surveys, taking the same survey more than once, masking or forging your identity, submitting false information during the registration process, submitting false or untrue survey data, redeeming or attempting to redeem rewards, prizes, and/or incentives through false or fraudulent means, and tampering with surveys; (xiv) reverse engineer any aspect of the Services or do or take any act that might reveal or disclose the source code, or bypass or circumvent measurers or controls utilized to prohibit, restrict or limit access to any webpage, content or code, except as expressly permitted by Applicable Laws; (xv) engage in any criminal or illegal act(s); (xvi) use Restricted Content (as defined herein) in violation or breach of these Terms; or (xx) encourage and/or advise any individual, including, without limitation, any Snipp, vendor or subcontractor employee, to commit any act(s) prohibited hereunder.

# 6. Restricted Content

In connection with your use of, access to, and/or participation in the Services, you may have the opportunity to review or access confidential and proprietary information, materials, products, and content ("Restricted Content") belonging to Snipp and/or the clients, partners and/or licensors of Snipp's surveys and services. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title, and/or interest in or to any Restricted Content. You agree to protect the confidentiality of the Restricted Content and you agree not to modify, copy, reproduce, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile, or otherwise use, alter, or transfer Restricted Content without the prior express written consent of Snipp. You acknowledge and agree that Restricted Content may be subject to, and protected by, intellectual property laws, regulations, and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations, and prohibitions contained in this Section 6, in addition to any other

rights or remedies available to Snipp, Snipp reserves the right to terminate, prohibit or restrict your use of, access to, and/or participation in the Services.

### 7. <u>User Content</u>

You are solely liable and responsible for all content, materials, information, and comments you use, or may upload, post or submit in connection with the Services ("User Content"). You are solely responsible for all third party approvals, consents, and/or authorizations required for User Content. If you submit User Content, the User Content may become publicly available and may be shared with third parties including, without limitation, Snipp's clients, clients of Snipp's clients, and third party service providers. User Content should only include audio, video, images, or the likeness of the individual submitting the User Content and should not contain copyrighted or trademarked content or material of any third party. User Content should not include audio, video, images, or the likeness of anyone other than the user. You will not receive compensation for any User Content.

By using, uploading, posting, or submitting User Content in connection with the Services, you hereby grant to Snipp a perpetual, irrevocable, unlimited, transferrable, sub-licensable, worldwide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use, modify, or distribute your User Content in any manner, without compensation or notice.

You are solely responsible for the User Content. Snipp does not and cannot review all User Content and Snipp is not responsible for the User Content. Snipp reserves the right to delete, move, or edit User Content, that is, in Snipp's sole discretion, deemed to: (i) violate these Terms, (ii) violate copyright or trademark laws, or (iii) be abusive, defamatory, obscene, or otherwise unacceptable.

### 8. <u>License</u>

When you use the Services or a Website, we grant you a, personal, non-exclusive, revocable, limited license to use our Services. You acknowledge that we maintain all right, title, and interest in Services or Website. This license may be terminated if you violate any provisions listed in this Agreement or <a href="Snipp Research Privacy Policy">Snipp Research Privacy Policy</a>. Additionally, this license may be terminated if you are engaged in any activities that we determine, in our sole discretion, may damage the rights of Snipp or if your activities are in violation of any applicable laws.

### 9. Rewards Program

In connection with your use of the Services, you may have the opportunity to earn rewards, incentives, and entries into prize draws, contests, or sweepstakes. Information, official rules, and terms and conditions for rewards, incentives, prize draws, contest or sweepstakes may be available on the applicable Panel Website, at the beginning or end of a survey, in survey invitations, on the website(s) for redeeming rewards, incentives, and prizes, and/or may be described in any newsletter or other communication distributed or published by Snipp.

Rewards, incentives, and prizes are non-transferrable.

## 10. Reward Provider Terms and Conditions

Visa® Prepaid Card:

You will receive a Promo Code via e-mail at the e-mail address you provided at registration with instructions on how to redeem your Promo Code for a digital \$5 Virtual Visa® Prepaid Card OR a \$2 Physical Visa® Prepaid Card (USD \$3.00 will be deducted from your \$5 reward upon

redemption of your Promo Code to cover shipping and handling). You will have four (4) months to redeem your Promo Code for a Visa® Virtual Account. Once accessed, you may choose the form of your Reward as either a \$5 Virtual Visa® Prepaid Card OR a \$2 Physical Visa® Prepaid Card. If you elect to redeem a \$5 Prepaid Virtual Visa® Reward, you will have seven (7) months to use your account wherever Visa® Debit is accepted online or over the phone only. \$5 Virtual Visa® Prepaid Cards cannot be redeemed in-store. If you elect to redeem a \$2 Physical Visa® Prepaid Card, you will receive your Reward in approximately 5 to 7 business days via U.S. mail. Physical Visa® Prepaid Cards will expire seven (7) months from Offer redemption. Physical Visa® Prepaid Cards are redeemable wherever Visa® debit is accepted. Please note that some merchants may choose not to accept out of country currency at their own discretion. If this occurs, pay for your purchase by another payment method and use your Visa® Virtual Account or Physical Visa® Prepaid Card at a different merchant. Also note that a 2% Non-U.S. Currency Transaction fee will be applied if the merchant settles in a currency other than USD. Card is issued by the Bancorp Bank, Member FDIC, pursuant to a license from Visa® U.S.A. Inc. Swift Prepaid Solutions is the Service

Provider for your Redemption Account and associated Card Accounts. Your Program Sponsor is the entity that marketed and/or distributed the reward, and is either a direct or indirect Client of Swift Prepaid. The Promo Code/card is nonrefundable. The full terms and conditions of the card issuer are available on the Promo Code claim site. Click on "Product Terms" prior to selecting a Virtual Visa® Prepaid Card or a Physical Visa® Prepaid Card.

## 11. <u>Opt – Out</u>

Panel members may opt-out from using the Services (including, without limitation, from receiving newsletters or communications), at any time, by: (i) following the unsubscribe procedures described on the Website or contained in any email received from Snipp; or (ii) by sending an email to the Panel member services team at the following email address <a href="mailto:CRHelp@Snippcheck.us">CRHelp@Snippcheck.us</a>. Snipp shall use reasonable efforts to read and respond to each email request within a reasonable period of time after receipt. Upon termination, a Panel member's contact information will be removed from any further communication or contact lists. Please allow a few days for the complete removal of contact information from Snipp's communication or contact lists for the applicable Panel; during which period the member may receive communications which were created or compiled prior to termination. Please see the <a href="Snipp Research Privacy Policy">Snipp Research Privacy Policy</a> for information on how Snipp handles information and data following an unsubscribe, termination, or opt-out request ("Snipp Research Privacy Policy").

#### 12. Third Party Websites

In connection with your use of the Services, you may be able to voluntarily link or connect to websites maintained and/or operated by third parties ("Third Party Websites"), such as participating in surveys conducted on third party websites. Snipp does not endorse any Third Party Website nor any products, services, and/or opportunities advertised, offered and/or sold by, through or in connection with any Third Party Website ("Third Party Information"). Snipp does not make any representations or warranties regarding the Third Party Websites and/or the Third Party Information. Please carefully review all policies and terms applicable to the Third Party Websites and the Third Party Information.

### 13. Communication with Snipp

All panel and survey-related communications (excluding personal information) and User Content submitted or transmitted by You to Snipp by electronic mail or otherwise, **shall be treated as non-confidential and non-proprietary information**, unless specifically indicated by You either prior to, or contemporaneously with, the submission or transmission of such communications and User Content. You agree that any such communications and User Content may be used by Snipp for any legal reason.

## 14. Privacy Policy

Snipp takes your privacy very seriously. For information about Snipp Privacy practices, please review the Snipp Research Privacy Policy.

### 15. <u>Disclaimers and Limitation of Liability</u>

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES ARE AT YOUR OWN RISK. NEITHER SNIPP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITES MAKES ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE CONTENT OF THE WEBSITES FOR ANY PURPOSE, NOR THAT YOUR USE OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE. THAT THE WEBSITES OR WEBSITES SERVICES, OR ANY THIRD PARTY WEBSITES LINKED TO THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SNIPP MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES OR WEBSITES SERVICES, AS TO CONFIDENTIALITY OR PRIVACY OF ANY OF USER'S INFORMATION REGISTRATION DATA, EXCEPT AS SET FORTH IN THE SNIPP RESEARCH PRIVACY POLICY, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITES OR WEBSITES SERVICES. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITES IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. SNIPP AND ITS SERVICE PROVIDERS MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE WEBSITES AND ARE NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY MERCHANTS SELLING THROUGH THE WEBSITES OR OTHER USERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SNIPP, AFFILIATES OR THROUGH THE WEBSITES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL SNIPP BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OR THE INABILITY TO USE THE WEBSITES OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SNIPP WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE. IN THE EVENT SNIPP BEARS LIABILITY FOR DAMAGES, LOSSES, AND CAUSES OF ACTION, THE LIABILITY WILL BE LIMITED TO THE MAXIMUM AMOUNT PAID BY YOU, IF ANY, FOR USING THE WEBSITES.

# 16. <u>Changes</u>

Snipp hereby reserves the right, in it's sole discretion, to make changes to these Terms and accordingly Snipp strongly encourages you to review these Terms on an ongoing basis.

### 17. Compliance with Applicable Laws

You acknowledge and agree that you will comply with all applicable international, national, Federal, state, and/or local laws, codes, regulations, rules and/or requirements ("Applicable Laws") regarding your use of, participation, in, and/or access to the Services.

# 18. Suspension, Termination and De-Activation of Membership Accounts

Snipp or You may terminate your membership with a Panel at any time, with or without cause, for any reason or no reason, with or without notice, and without liability for the termination.

In addition to any and all other available remedies, Snipp may, without notice, suspend and/or terminate your use of, access to, and/or participation in the Services if you are in breach or violation of these Terms. If Snipp terminates your membership due to your breach or violation of these Terms: (i) you forfeit all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes, effective upon termination; (ii) your membership will immediately be canceled; (iii) your access to, participation in, and use of the Services will immediately cease, and (iv) you will not be allowed to participate in surveys offered through the Services.

In addition, Snipp reserves the right to de-activate your Panel membership account: (a) if your membership account does not remain Active (as defined herein); (b) if Snipp receives a hard bounce or delivery failure notice in regards to email communications sent by Snipp to your email account; or (c) if Snipp receives a "mailbox full" reply notice three (3) times in regards to email communications sent by Snipp to your email account. [For the purpose of these Terms, "Active" means that you: (i) participate in a survey, at least, once every twelve (12) months.]

[In the event of deactivation, termination by you, or termination by Snipp (other than for your breach or violation of these Terms), Snipp shall maintain unredeemed rewards, incentives, and/or prizes active and available for you to redeem for a period of thirty (30) days following de-activation or termination.]

# 19. Snipp, Vendor and Subcontractor Employees

Snipp, Snipp's vendor and Snipp's subcontractor employees and their Family Member(s) (as defined herein) are not eligible to receive any payments, prizes, or incentives for using, participating in, or accessing the Services. For the purpose of this Section 19, the term "Family Member(s)" includes parents, spouses, children or significant others (i.e. girlfriends/boyfriends, domestic partners, civil partner and spousal equivalents).

Snipp, Snipp's vendor and Snipp's subcontractor employees may use, access, or participate in the Services, only after receiving permission from their respective manager, and only for the sole purpose of improving Snipp's products and/or services. Snipp, Snipp's vendor and Snipp's subcontractor employees must always be honest and report accurate information in connection with using, accessing, or participating in the Services. If altered, false, or untrue information or data must be used, prior consent and approval must be received from Snipp's Chief Executive Officer.

Unless authorized pursuant to these Terms or otherwise approved in writing by Snipp's Chief Executive Officer, the violation of the terms of this Section 19 by a Snipp, Snipp's vendor and Snipp's subcontractor employee and/or its Family Member(s) is a violation of Snipp's standards of conduct and any such violation may subject the employee to discipline, including, without limitation, termination of employment.

### 20. Notices

<u>Notice from You to Snipp</u>. Except as otherwise set forth herein, or as required by Applicable Laws, all notices to be sent or provided to Snipp should: (i) be correctly addressed to the applicable business address, and shall be sufficiently delivered if delivered: (a) by Federal Express, Express Mail, or other nationally or internationally recognized overnight courier service (in which case

notice shall be effective one (1) business day following dispatch); or (b) by certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail); or (ii) be sent via email to the appropriate member services team.

Notice from Snipp to You. Except as otherwise required by Applicable Laws, you agree that <u>Snipp</u> may provide notices to you: (i) via the e-mail address provided by you to <u>Snipp</u> (in which case notice shall be effective one (1) day following the date the e-mail was sent, provided that <u>Snipp</u> did not receive an error message stating that delivery of the e-mail was delayed, that the e-mail address was invalid, or that the e-mail otherwise could not be delivered).

<u>Legal Notice</u>. All questions regarding these Terms and all legal notices should be sent, in accordance with Section 20. of these Terms, to:

Snipp Interactive Inc Attn: Chief Legal Officer 530 Richmond St West, Rear Lower Level

Toronto, Ontario M5V 1K4 Or via email to: CRHelp@Snippcheck.us

#### 21. Electronic Signatures

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "GET STARTED", "I AGREE", or "I ACCEPT" or such similar links as may be designated by Snipp to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms and Conditions. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY SNIPP. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non- electronic records, or to payments or the granting of credits by other than electronic means.

### 22. Severability

If any term or provision of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be deemed null and void and shall not affect the application and/or interpretation of these Terms. The remaining terms or provisions of these Terms shall continue in full force and effect, as if the invalid or unenforceable term or provision was not a part of these Terms.

# 23. Arbitration

ANY CLAIM OR DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE, SERVICES AVAILABLE ON THE WEBSITE, OR THESE TERMS OF USE SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION, except that either party may seek interim relief from any state or federal court in the party's state of residence to protect the party's intellectual property rights. ARBITRATION WOULD REMOVE YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN

COURT MAY NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS PROVISION CAREFULLY BEFORE ACCEPTING THESE TERMS OF USE.

IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST SNIPP INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

All disputes between You and Snipp, including disputes related to this Agreement, your use of the Website, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Snipp hereby expressly waive trial by jury. You may bring claims only on your own behalf. Neither you nor Snipp will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account. This dispute resolution provision will be governed by the Federal Arbitration Act. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction.

In any arbitration, Snipp will pay the filing, administration, service or case management fee, plus the costs associated with the first day of arbitration, with the remaining costs to be paid by the non-prevailing party. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

Arbitration shall take place in Vancouver, British Columbia, Canada but may proceed telephonically if the complainant so chooses.

### 24. Arbitration

This Agreement shall be governed and enforced by applicable laws of the province of Vancouver, British Columbia, Canada (without regard to conflict of law provisions thereof).

#### 25. Taxes

You agree that you are responsible for all taxes and fees associated with your use of the Snipp Websites and Services. If you earn more than a certain amount of money on the Websites, we may be required by law to mail you a form to obtain your social security number for tax reporting purposes. You agree that you will complete and return all forms we send to you requesting information.

# 26. Relationship

You shall be an independent contractor and not a partner, joint venturer, or employee of Snipp. You shall not represent that you are an agent or representative of Snipp.

### 27. No Assignment

You may not assign your rights or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our sole discretion.

### 28. Miscellaneous

The headings contained in these Terms are for reference only and shall have no effect on the interpretation and/or application of these Terms. Snipp's failure to enforce a breach by You of

these Terms shall not waive or release you from such breach and shall not waive, release or prevent Snipp from enforcing any subsequent breach by you of these Terms. These Terms, any rules, terms or policies referenced herein or incorporated herein, and any Panel specific requirements, represent the entire understanding and agreement between Snipp and you with respect to the subject matter hereof.

If parts of these terms and conditions are illegal, unenforceable, or void, the remainder will remain unaffected and enforceable. The Terms stated therein outline the mutual agreements between us. The failure of Snipp to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Snipp in writing. The section titles in the Agreement are used solely for the convenience of the parties and have no legal or contractual significance.