

Terms of Service

This Terms of Website Agreement (the “Agreement”) governs the use of the social media management platform and website located at <https://instablast.paydinfull.com> (the “Website”) provided by Instablast, whose principal place of business is 1875 Century Park East Suite 750, Century City, California 90067 (the “Company”), and any individual or business entity (hereinafter referred to singularly and collectively as “you” or possessively as “your”).

Please read this Agreement carefully before accessing or using the Website. You must read, agree with and accept all of the terms and conditions contained in this Agreement before you are authorized to use any part of the Website. If you do not accept all of those conditions, you may not use the Website.

Accounts

To access and use certain features of the Website, you must register and create a verified account. Company reserves the right to monitor and limit the technical aspects and features of the Website you may access and use, including without limitation, management, connection, metric, transfer and other parameters. Exceeding certain operational limits, as determined by Company in its sole and absolute discretion, may result in your account being restricted. Company reserves the right to revise applicable fees at any time.

All payments will be facilitated either directly via Company's payment processing system, Company's third-party payment processing service or an associated payment processor.

Company is not responsible for determining whether taxes apply to your use of the Website or for collecting, reporting or remitting any taxes or any information related thereto arising out of or relating to your use of the Website.

Company uses industry standard methods to protect the security of accounts and data from unauthorized access, use or disclosure. However, Company cannot fully defend against all potential security risks. You are solely responsible for maintaining the security of your account and routinely modifying your password to prevent unauthorized access. Accordingly, Company hereby disclaims, to the fullest extent of applicable law, any liability for unauthorized access, use or disclosure of your account and assorted data.

User Information

You may provide or disclose certain information to or via the Website, including information you use to register and create an account (collectively the "User Information"). User Information will be stored on Company's servers. You consent to such storage and Company's use of User Information. You are solely responsible for User Information and hereby expressly acknowledge and agree that Company acts only as a passive conduit for such data.

You agree to provide accurate, current and complete information and to maintain and keep it accurate, current and complete at all times. You agree that Company and third-parties may rely on User Information as accurate, current and complete. If any information supplied by you are untrue, inaccurate, not current or incomplete in any respect, Company has the right to immediately terminate this Agreement and your use of the Website.

Returns

Company offers a fifteen (15) day limited refund. You are eligible for a refund only if Company fails to deliver the number of followers specified in your order for Follower orders. Following the foregoing refund period, Company may, but will not be required to, offer a partial refund. Such refunds will be determined by Company, in its sole and absolute discretion, on a case by case basis. There will be no refunds for custom orders, social media management packages, advertising costs, search engine optimization or Google Adwords packages (collectively, the “Special Packages”). Company may, but will not be required to, offer refunds for Special Packages. Such refunds will be determined by Company, in its sole and absolute discretion, on a case by case basis.

Term & Termination

This Agreement is effective immediately upon upon Company’s acceptance of your job order will end when terminated by either Party. Without limiting any available rights or remedies, Company may terminate this Agreement, withdraw your participation or withhold any amount payable to you if Company determines, in its sole and absolute discretion, that you are abusing Company or the Website in any manner. Company may cease to provide the Website, or any portion thereof, at any time and at its sole and absolute discretion. Social Media Management packages require a 30 Day written notice to cancel and will be cancelled after the 30 Day notice has been given.

Third-Party Services

As part of the functionality of the Website, you may be able access and use third-party services (each a “Third-Party Website” and, collectively, the “Third-Party Websites”). Unless otherwise specified herein, any User Information or other data you provide to or store with any Third-Party Website is beyond Company’s control. Company cannot and will not be liable for any use of User Information or other data you submit to any Third-Party Website.

Your relationship with Third-Party Websites is governed solely and exclusively by the applicable contractual agreement between you and the respective Third-Party.

Representations & Warranties

By using the Website, you represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts use of the Website or the ability to enter into this Agreement due to age, you must comply with such age restrictions and not use the Website. By accessing and using the Website, you represent and warrant that you are at least eighteen (18) years of age and have the right, authority and capacity to enter into this Agreement. You may not authorize others to use your account and may not assign or otherwise transfer your account to any third-party. You agree to comply with all applicable local, state, national and international laws and regulations.

You agree and warrant that you will not:

- use the Website for any unlawful purpose;
- use the Website for sending or storing unlawful material or to engage in fraudulent activities or a fraudulent purpose;
- use the Website to cause nuisance or inconvenience;
- impair the proper operation of any network;
- harm or attempt to harm the Website, Company or third-parties;
- resell or attempt to resell any part of the Website;
- provide false information or identification evidence;
- imply or state, directly or indirectly, that you are affiliated with or endorsed by Company without express written permission;
- use the Website to impersonate another person;
- send messages using the Website which do not correctly identify the sender and will not alter the attribution of origin in email messages or postings;
- breach this Agreement or other agreements you have entered into with third-parties;
- act in a manner that is defamatory, libelous or harassing;
- compete, directly or indirectly, with Company or solicit Company's customers, other users of the Website or third-party affiliates for any purpose;

- use the Website for speculative, false, fraudulent or other unauthorized purposes not expressly permitted herein; nor
- take any action that creates, causes or results in excessive demand on Company's servers, network or the Website.

Intellectual Property

Company owns and retains sole and exclusive ownership in the Website and all associated intellectual property rights contained therein. Contingent on your compliance with, and subject to, the terms and conditions of this Agreement, Company grants you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Website on any device that you own or control. No licenses or rights are granted to you, by implication or otherwise, to any intellectual property rights owned or controlled by Company or its licensors, except for the licenses and rights expressly granted hereunder.

You acknowledge that Company has no obligation to monitor your access to or use of the Website or to review or edit any User Information or other data you transmit or submit to the Website, but has the right to do so for the purpose of operating the Website, to ensure your compliance with this Agreement or to comply with applicable law or the order of a court, administrative agency or other governmental body.

You acknowledge and agree that you are solely responsible for content you make available through the Website. You represent and warrant that you are either the sole and exclusive owner of all such content or have all rights, licenses, consents and releases necessary to grant a license to Company to use such content and neither the content nor the posting, uploading, publication, submission, transmittal nor Company's use thereof will infringe, misappropriate or violate any third-party's patent, copyright, trademark, trade secret, moral, publicity, privacy or other rights or result in the violation of applicable laws or regulations.

Pursuant to the Digital Millennium Copyright Act (the "DMCA"), Company will review and promptly respond to all notices of copyright infringement. If you are a copyright holder and believe that material contained within the Website violates your intellectual property rights, please contact the Company.

Any copyright notice transmitted to Company must include all of the following information: an electronic or physical signature of a person authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the material claimed to be infringing and the exact location of such material within the Website; information reasonably sufficient to permit Company to contact you, such as physical address, telephone number or email address; a statement that you have a good faith belief that use of the material in the stated manner is not authorized by the copyright owner, its agent or the law; and a statement, made under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Company and its licensors retain and own all right, title and interest, including without limitation, intellectual property rights, in the Website and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website.

Indemnification

You will defend, indemnify and hold Company, its officers, directors, employees, agents and any associated third-parties harmless for any losses, costs, liabilities and expenses, including reasonable attorney fees, arising out of or relating to your access to or use of the Website, including without limitation:

- your breach of this Agreement or the documents it incorporates by reference;
- your violation of any law or the rights of any third-party;
- any allegation that any materials that you submit to Company or transmit via the Website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third-party; and
- any other activities in connection with your use of the Website.
- The foregoing indemnity will be applicable without regard to the negligence of any party, including any indemnified person, Company or third-parties.

Disclaimer

COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY, COMPLETENESS OR AVAILABILITY OF THE SERVICE NOR ANY PRODUCTS OR SERVICES OFFERED OR MADE AVAILABLE BY THIRD-PARTIES VIA THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE OR ANY THIRD-PARTY PRODUCTS OR SERVICES REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

COMPANY DOES NOT REPRESENT OR WARRANT THAT:

- USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR OPERATE WITH OTHER HARDWARE, APPLICATIONS, SYSTEMS OR DATA;
- ANY STORED DATA WILL BE ACCURATE OR RELIABLE;
- THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR MATERIAL OBTAINED VIA THE SERVICE WILL MEET REQUIREMENTS OR EXPECTATIONS;
- ERRORS IN THE SERVICE WILL BE CORRECTED; OR
- THE SERVICE, EQUIPMENT OR SERVER THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICE IS PROVIDED ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF USABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, AND PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING THEREFROM.

COMPANY IS NOT AFFILIATED WITH FACEBOOK, TWITTER, YOUTUBE, GOOGLE, INSTAGRAM, PINTEREST, REVERBNATION, LINKEDIN, VINE OR SOUNDCLOUD IN ANY MANNER. ALL TRADEMARKS, TRADE NAMES, BRAND NAMES AND LOGOS ARE THE REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS.

Limitation Of Liability

IN NO EVENT WILL COMPANY BE LIABLE TO ANYONE FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER LOSS OF ECONOMIC ADVANTAGE OR BENEFITS. COMPANY WILL NOT BE LIABLE FOR ANY LOSS, CLAIM, DAMAGES OR INJURIES WHICH MAY BE INCURRED DUE TO USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURIES ARISING OUT OF OR RELATING TO THE SERVICE, PRODUCTS OR SERVICES AVAILABLE VIA THE SERVICE, USE OR INABILITY TO USE THE SERVICE, RELIANCE ON COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING OR INFORMATION CONTAINED WITHIN THE SERVICE OR RESULTING FROM ANY RELATIONSHIP WITH THIRD-PARTY SERVICES, PRODUCTS, ADVERTISERS OR SPONSORS, EVEN IF COMPANY OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY MAY INTRODUCE YOU TO THIRD-PARTIES FOR PURPOSES OF MARKETING, ADVERTISING OR PROVIDING ACCESS TO THIRD-PARTY SERVICES. COMPANY WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD-PARTY OR THIRD-PARTY SERVICE AND YOU HEREBY EXPRESSLY WAIVE, RELEASE AND FOREVER DISCHARGE COMPANY FROM ALL LIABILITY, CLAIMS, DAMAGES AND INJURIES ARISING OUT OF OR RELATING TO THE SERVICE, THIRD-PARTIES AND THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT THIRD-PARTIES AND THIRD-PARTY SERVICES MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES, LITIGATION, MEDIATION OR ARBITRATION BETWEEN YOU AND THIRD-PARTIES OR THIRD-PARTY SERVICES AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THIRD-PARTIES OR THIRD-PARTY SERVICES. RESPONSIBILITY FOR DECISIONS YOU MAKE REGARDING THE SERVICE, THIRD-PARTIES OR THIRD-PARTY SERVICES RESTS SOLELY WITH YOU. COMPANY WILL NOT ASSESS THE LEGALITY, LIABILITY OR ABILITY OF THIRD-PARTIES OR THIRD-PARTY SERVICES RESULTING FROM ANY NEGLIGENCE, CLAIMED OR OTHERWISE, NOR ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF THIRD-PARTIES OR THIRD-PARTY SERVICES TO PAY DAMAGES RESULTING THEREFROM. YOU HEREBY EXPRESSLY WAIVE, RELEASE AND FOREVER DISCHARGE COMPANY FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES AND INJURIES ARISING OUT OF OR RELATING TO COMPANY'S PRODUCTS,

SERVICES, THE SERVICE, USE OF THE SERVICE, THIRD-PARTIES OR THIRD-PARTY SERVICES INTRODUCED TO YOU VIA THE SERVICE OR BY COMPANY. YOU EXPRESSLY WAIVE AND RELEASE ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE OR COUNTRY), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Dispute Resolution

You agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof (collectively, the "Disputes") will be settled by binding arbitration, except that Company retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Company's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You waive the right to participate as a plaintiff in any purported class action or representative proceeding or trial by jury. An arbitrator operating pursuant to this provision may not preside over any form of class action or representative proceeding. The provision and requirement that Disputes be settled by binding arbitration will survive termination or expiration. By purchasing on our website you agree that you cannot chargeback or dispute the payment with PayPal or your credit card company. All disputes/returns/exchanges need to be dealt directly with Instablast staff.

The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction. The arbitrator's damages award must be consistent with the terms and conditions of this Agreement regarding the type and amount of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The party that prevails in arbitration will be entitled to an award of attorney fees and expenses, to the extent provided under applicable law.

General Provisions

No joint venture, partnership, employment or agency relationship exists between you, Company or any third-party as a result of this Agreement or your use of the Website. If any provision of this Agreement is held invalid or unenforceable, such provision will be stricken from the text and the remaining provisions will be enforced to the fullest extent of applicable law. The failure of Company to enforce any right or provision herein will not constitute a waiver of such right or provision unless explicitly acknowledged and agreed to by Company in writing. Company will not be liable for delay or failure in its performance or any damages suffered by you due to such delay or failure, caused by or resulting from, directly or indirectly, natural acts or events beyond Company's control. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof. The laws of California will govern this Agreement and Disputes arising hereunder will be adjudicated in the courts therein.