

CLOUTVOCATE PRIVACY POLICY

This Privacy Policy is meant to help you understand what information we collect, why we collect it, and how you can update, manage, export, and delete your information.

The Cloutvocate website (the "Site") is comprised of various web pages operated by Hendy Irawan, Kori Skeffington, Michelle Zyman, Rohit Jain, Romeo Radanyi, Shelli Gorokhovsky ("Cloutvocate"). Cloutvocate is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Cloutvocate constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Definitions

"Influencer" means an individual who has successfully registered for a free Influencer account on Cloutvocate.

"Nonprofit Organization" or "NPO" means an individual, group or agency that has successfully registered for a free Nonprofit Organization account on <https://master.ddtfzmv0ytpn4.amplifyapp.com/>.

"Sponsor" means an individual or business that has successfully registered for a free Sponsor account on <https://master.ddtfzmv0ytpn4.amplifyapp.com/>.

"Flag" means the process to be followed by Corporations, Nonprofit Organizations and Influencers when there are issues within a transaction and either party (or all parties) has alerted Cloutvocate with the intention of resolving any issues.

"Payment" or "Payments" means a payment or prepayment has been made by a Sponsor to correspond with a service completed by an Influencer and/or nonprofit organization, per the terms of the agreement as laid out by the brand in the campaign, proposal and/or transaction and will be released in accordance with the Payments section outlined below.

"Donation" means a payment has been made by an Influencer to correspond with a service completed by an Influencer to a nonprofit organization, per the terms of the agreement as laid out by the brand in the campaign, proposal and/or transaction and will be released in accordance with the Payments section outlined below.

"Marketplace Offer" refers to an offer made by a Sponsor to specific Influencers and/or Nonprofit Organization within the Cloutvocate Marketplace that meet the criteria as established by the Brand. "Marketplace Offer" also refers to an offer made by a Nonprofit Organization to specific Influencers and/or Sponsor within the Cloutvocate Marketplace that meet the criteria as established by the Brand.

"Proposal" refers to a custom, private offer made by a Nonprofit Organization to specific Influencers and or Sponsors.

"Campaign" refers to the organizational structure of offers, including descriptions, created by Nonprofit Organizations to organize all corresponding transactions with Influencers and/or Sponsors.

"Transaction" refers to a collaboration between a Nonprofit Organization, Sponsor and an Influencer within a Campaign that includes the entire transaction flow and is considered completed once a Nonprofit Organization marks the transaction as completed.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You must not use false or misleading information (including someone else's information and/or likeness) within your profile details. You acknowledge that Cloutvocate is not responsible for third party access to your account that results from theft or misappropriation of your account.

Transactions within Campaigns

Nonprofit Organizations, Influencers and Sponsors are required to adhere to the terms of the agreement specified within each transaction. This includes providing clear, concise communication in a timely manner to ensure both parties understand the progress of each transaction, up until the completion of the transaction. Influencers that do not complete the required work according to the pitch that has been accepted are subject to permanent removal from the Cloutvocate network, at our sole discretion. Cloutvocate is a service that enables nonprofit organizations, sponsors, and influencers to collaborate. Cloutvocate will not be held liable for incomplete transactions, including loss of product value. If an influencer fails to complete required work within the timeline included in the accepted pitch, Cloutvocate will provide available pertinent details to the offended party upon request to promote a resolution.

Nonprofit Organizations, Influencers and Sponsors are expected to complete transactions using the Cloutvocate transaction flow (within the platform) which includes proposal(s), acceptance of proposal(s) and use of the messaging feature. Cloutvocate is unable to provide support for transactions that occur off-platform or when user(s) utilize third party messaging services (such as Facebook Messenger, etc.) to facilitate the transaction. Any attempt to circumvent the Cloutvocate platform may result in removal from the Cloutvocate Platform at the sole discretion of Cloutvocate.

Cloutvocate reserves the right to suspend, refuse or cancel services if Cloutvocate believes (in its sole discretion) that a Nonprofit Organizations, Influencers or Sponsors is not using the Cloutvocate platform in a fair and reasonable way, or consistent with the purposes for which Cloutvocate was intended.

Cloutvocate and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion if the terms of pitches, transactions, campaigns, Marketplace offers or the terms outlined within this Terms of Service section are not met or either party engages in (or is suspected of engaging in) a fraudulent, misleading or detrimental manner, or we deem created content to be objectionable for any reason. Any earnings, fees or credits acquired in a fraudulent or manipulative manner, or within situations that lead to user removal, are subject to forfeiture in the sole discretion of Cloutvocate.

As a condition of your use of the Site, you are responsible for all social media posts (or any content pertaining to Cloutvocate campaigns) you make and it must adhere to all applicable laws in your jurisdiction, as well as any country you are targeting within your campaign(s). By participating in transactions involving alcoholic beverages and products, you swear and affirm and represent to us that you are over the legal age required to purchase alcoholic beverages in your jurisdiction and we will rely on the information you provide to us because if we are held liable for any reason if that is not true, you agree to indemnify us and/or reimburse us and be responsible for all costs, expenses

(including legal fees) and damages we suffer or incur. We prohibit transactions involving drugs (legal or illegal), controlled substances and drug paraphernalia.

Cloutvocate does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use

<https://master.ddtfzmv0ytpn4.amplifyapp.com/> only with permission of a parent or guardian.

We are committed to protecting our influencers and brands on Cloutvocate from technical abuse and spam. Any accounts engaging in abusive behavior or spamming the system may be temporarily limited or subject to permanent termination.

Joining Cloutvocate for the purposes of soliciting influencers for a competing product, network, platform, etc. is strictly prohibited and is subject to account deactivation at the discretion of Cloutvocate.

All Cloutvocate Users agree to adhere to the current Federal Trade Commission Guides Concerning the Use of Testimonials and Endorsements in Advertising (FTC Guides) at all times.

Brands are entitled to share unaltered Influencer-provided content (including reviews, endorsements and accompanying media) on third-party (and proprietary) platforms upon completion of transaction.

Users that have questions or concerns about billing should contact Cloutvocate Customer Service. Cloutvocate reserves the right to remove any user from the system that initiates a chargeback.

Influencer Profiles

Keep in mind we never have permission to post on your behalf or do anything else other than verify that you're real, display your public social media profile(s) on your Cloutvocate profile and calculate your total reach (so brands understand the value you offer).

In joining and using Cloutvocate, you agree to only add your own personal social media accounts, (or accounts where you have express permission to manage as a Talent Manager). Misrepresenting yourself and/or your identity or social media profile is subject to removal.

The Cloutvocate network is limited to Influencers who have grown their audience organically and we reserve the right to terminate Influencer accounts that misrepresent their audience size or engagement. Cloutvocate is not responsible for the conduct (online or offline) of any Cloutvocate user (Influencer, Sponsor, Nonprofit Organization) and you hereby release Cloutvocate from any liability related thereto. Cloutvocate will not be held liable for any claim, injury, or damage arising in connection with your use of Cloutvocate. All work completed by Influencers is expected to remain on the respective platform(s) listed in the pitch/offer for a reasonable time period (or what is specified in the required work section of the pitch and/or offer).

By joining Cloutvocate as an Influencer, you consent to Cloutvocate using your likeness and/or content produced in conjunction with influencer campaigns on <https://master.ddtfzmv0ytpn4.amplifyapp.com/> for promotional purposes including the representation of our network.

Each individual Influencer is entitled to create a single Influencer account. We reserve the right to deactivate or delete duplicate accounts.

As an influencer, you agree that you are solely responsible for creating and publishing content that pertains to the required work of any transaction(s) you are involved in. Cloutvocate simply provides a service which enables Nonprofit Organizations and Sponsors to approve posts.

Community Standards

Cloutvocate restricts the display of nudity or graphic sexual activity as some in our community may be sensitive to this type of content. We also restrict hate speech (which we specifically define as an attack on people based on race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, and serious disability or disease) and threats of violence or harm.

All Users are expected to act in a civil manner and refrain from abusive or threatening behavior. We reserve the right to remove any content from User accounts that falls under (but is not limited to) this description. Repeat offenders may be removed from the system. All products and services offered by brands retain their trademark, copyright and/or intellectual property and Influencers and/or Nonprofit Organizations and/or Sponsors are expected to adhere to trademark, copyright and/or intellectual property laws. Influencers may not re-purpose products and/or services provided by nonprofit organizations and/or sponsors as their own design or face removal from the Cloutvocate community.

All work completed by Influencers and content provided by brands must be original (unless specific arrangements are made and no copyrights, trademarks, etc. are violated). We do not tolerate plagiarism/intellectual property violations and offenders will be warned and/or subject to immediate removal from our community, depending on severity/frequency.

International Users

If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Cloutvocate Content accessed through <https://master.ddtfzmv0ytpn4.amplifyapp.com/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Disclaimer

The materials on <https://master.ddtfzmv0ytpn4.amplifyapp.com/> are provided “as is”. Cloutvocate makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Cloutvocate does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

Limitations

In no event shall Cloutvocate or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on <https://master.ddtfzmv0ytpn4.amplifyapp.com/>, even if Cloutvocate or a Cloutvocate authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Revisions and Errata

The materials appearing on <https://master.ddtfzmv0ytpn4.amplifyapp.com/> could include technical, typographical, or photographic errors. Cloutvocate does not warrant that any of the materials on its web site are accurate, complete, or current. Cloutvocate may make changes to the materials contained on its web site at any time without notice. Cloutvocate does not, however, make any commitment to update the materials.

Links

Cloutvocate has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Cloutvocate of the site. Use of any such linked web site is at the user's own risk.

Site Terms of Use Modifications

Cloutvocate may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Flagging Transactions

If an Influencer or Nonprofit Organizations does not approve of the product or service provided by the Sponsor, the Influencer and/or Nonprofit Organization may Flag the transaction in order to attempt to resolve the issue with assistance from Cloutvocate Support. Similarly, if the Nonprofit Organization and/or Sponsor does not approve of the work completed by the Influencer, the Nonprofit Organization and/or Sponsor may Flag the transaction in order to attempt to resolve the issue with assistance from Cloutvocate Support.

Changes To Terms

Cloutvocate reserves the right, in its sole discretion, to change the Terms under which <https://master.ddtfzmv0ytpn4.amplifyapp.com/> is offered. The most current version of the Terms will supersede all previous versions. Cloutvocate encourages you to periodically review the Terms to stay informed of our updates.

Privacy Policy

This Privacy Policy governs the manner in which Cloutvocate collects, uses, and discloses information collected from users (each, a "User") of the <https://master.ddtfzmv0ytpn4.amplifyapp.com/> website ("Site"). This privacy policy applies to the Site and all products and services offered by Cloutvocate.

Cloutvocate processes Personal Data both as a Processor and a Controller as defined in the Directive and GDPR.

Personal Information

Cloutvocate may collect personally identifiable information, such as your name, e-mail address, mailing address, telephone number, credit card number (sponsorships and donations) and

demographic information. We may gather additional personal or non-personal information in the future. Information about your computer hardware and software may be automatically collected by Cloutvocate. This information can include: your IP address, browser type, domain names, access times and referring website addresses.

Cloutvocate utilizes an e-mail contacts import feature to assist in our refer-a-friend promotions. This e-mail contacts import feature exists solely for the convenience of our users and we do not save and/or store any contacts data or information once the user ends their session.

Intended use of Personal Data

Cloutvocate for Nonprofit Organizations, Sponsors and Cloutvocate for Influencers requires registration. In these instances, we may require you to provide us with Personal Data. If you choose to withhold Personal Data requested by Cloutvocate, it may not be possible for you to use the Cloutvocate platform and for us to respond to your requests.

This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Cloutvocate website. Cloutvocate encourages you to review the privacy statements of websites you choose to link to from Cloutvocate so that you can understand how those websites collect, use and share your information. Cloutvocate is not responsible for the privacy statements or other content on websites outside of the Cloutvocate website.

Additionally, Cloutvocate may use a User's personal information for the following purposes:

1. To improve customer service. Information you provide helps us respond to your customer service requests and support needs more efficiently.
2. To personalize user experience. We may use personal information to understand how our Users use the services and resources provided on our Site.
3. To improve our Site. We may use feedback you provide to improve our products and services.
4. To run a promotion, contest, survey or other Site feature. To send Users information they agreed to receive about topics we think will be of interest to them.
5. To send periodic emails. We may use the email address to respond to their inquiries, questions, and/or other requests. If User joins our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

Sharing Your Personal Information

Cloutvocate may store Personal Data and share personally identifiable information with our partners and/or with companies that are affiliated with us (that is, that control, are controlled by, or are under common control with Cloutvocate) for further processing in accordance with the purpose(s) for which the data were originally collected. Our partners and third party affiliates may include (but may not be limited to):

Amazon Pay (general payment processing)

Amazon Cloud (web hosting)

YouTube Analytics API (metrics & analytics)

Any additional personally identifiable information you elect to provide (Public Marketplace communication, public campaigns, etc) will be available to others.

Cloutvocate may also share a User's personal information with third parties who advertise their products and services on the Site or other third parties who would like to send you information about their products and services. For example, Cloutvocate may offer a discount or contest in conjunction with a co-sponsor that may have special offers or promotions that might be of interest to a User. In such a case, a User's personal information may be shared with the co-sponsor and their use of such User's personal information is governed by their privacy policy.

There may be instances when Cloutvocate may disclose personal information without providing a User with a choice in order to protect the legal rights of Cloutvocate, other affiliated companies or their employees, agents, and contractors; to protect the safety and security of other Users; to protect against fraud or for risk management purposes; or to comply with the law or legal process. In addition, if Cloutvocate sells all or part of its business or makes a sale or transfer of assets or is otherwise involved in a merger or business transfer, Cloutvocate may transfer personal information to a third party as part of that transaction.

Access to Information

You have the right to request the information we have about you. In order to request this information, please contact us at kori.skeffington@gmail.com.

In order to comply with your request for this information, we may ask you to verify your identity. We will provide the information we have about you electronically, unless you specify another delivery method.

Information Accuracy

If you believe the information we have about you is incorrect, please contact Cloutvocate so we can update it and maintain accurate information. If you ever want us to delete information about you, please contact us at rohitjain18005@gmail.com.

How We Protect Your Information

When you provide sensitive information (an example would be log in credentials) on <https://master.ddtfzmv0ytpn4.amplifyapp.com/>, we encrypt that information using secure socket layer technology (SSL). Cloutvocate is committed to protecting your privacy and data but cannot guarantee or warrant the security of any information you provide or transmit to Cloutvocate or guarantee that your information on Cloutvocate may not be accessed by breach of any of our safeguards. No method of transmission over the Internet is 100% secure, so we cannot guarantee or warrant its absolute security. If you have any questions about the safeguards we have put in place to protect your personally identifiable information and/or your non-personally identifiable information, please contact us at kori.skeffington@gmail.com.

Use Of Cookies

The Cloutvocate Site may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Cloutvocate pages, or register with the Cloutvocate site or services, a cookie helps Cloutvocate to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Cloutvocate website, the information you previously provided can be retrieved, so you can easily use the Cloutvocate features that you customized. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Cloutvocate services or websites you visit.

Third Party Websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website’s own terms and policies.

International Privacy Laws

If you are using Cloutvocate outside of the United States, please understand that you are sending information (including Personal Data) to the United States, where the AWS servers are located. The information you provide may be transferred within the United States or back out of the United States to countries that are outside of your country of residence, depending on the nature of the information you provide with us. Please be aware that these countries (including the United States) might not have data protection laws in place that are as comprehensive or protective as the ones in place in your country of residence; although our collection, storage and use of your personal Data will at all times continue to be governed by our Privacy Policy.

Changes To Privacy Policy

Cloutvocate will occasionally update this Statement of Privacy to reflect company and customer feedback. Cloutvocate encourages you to periodically review this Statement to be informed of how Cloutvocate is protecting your information.

Contacting Us

If you have questions about our terms of service and/or privacy policy, the practices of this Site, your dealings with this Site, or you wish to have us correct or delete any information we have about you, please contact us at:

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