SIDESHIFT

Terms of Service

Last Updated and Effective: Saturday, October 10, 2026

Applies to creators, brands, agencies, developers, API users, authorized users, and other users of SideShift

IMPORTANT: THESE TERMS INCLUDE AUTOMATIC-RENEWAL TERMS, A BINDING ARBITRATION AGREEMENT, AND A CLASS-ACTION WAIVER. PLEASE READ THEM CAREFULLY.

These Terms of Service ("Terms") are a legally binding agreement between you and SideShift Corporation, doing business as SideShift ("SideShift," "we," "us," or "our"). SideShift operates the SideShift website, mobile application, creator marketplace, Campaign administration and analytics tools, subscription products, application programming interfaces, developer tools, Model Context Protocol services, payment and payout workflows, advertising capabilities, and related services (collectively, the "Services").

By creating an account, accessing or using the Services, enrolling in a subscription or free trial, funding a Campaign Wallet, creating or using API credentials, registering an OAuth application, connecting an MCP client, electronically accepting a Campaign Participation Agreement, or otherwise indicating acceptance, you agree to be bound by these Terms. If you do not agree, do not use the Services.

SideShift Corporation | 111 Broadway, Suite 503, New York, NY 10006 | support@sideshift.app

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PART I - GENERAL TERMS

1. Acceptance and Eligibility

1.1 Binding Agreement. By accessing or using any Service, creating an account, enrolling in a subscription or free trial, funding a Campaign Wallet, clicking an acceptance button, signing electronically, or accepting a Campaign Participation Agreement, you agree to these Terms and all policies and Additional Agreements incorporated by reference. If you use the Services on behalf of a company, agency, or other entity, you represent that you have authority to bind that entity, and "you" includes both you and the entity.

1.2 Age Requirement. You must be at least eighteen (18) years old and legally capable of entering into a binding contract. The Services are not available to minors, including with parental or guardian consent. SideShift may request proof of age and may suspend or terminate an account that does not satisfy this requirement.

1.3 Geographic and Legal Eligibility. You may not use the Services if you are prohibited from doing so under applicable law, are located in a jurisdiction subject to comprehensive United States sanctions, or are a person or entity with whom SideShift or its payment providers are prohibited from doing business. You are responsible for determining whether your use of the Services is lawful in your location.

1.4 Changes to These Terms. SideShift may update these Terms from time to time. We will post the updated version and revise the effective date. For material changes, we may provide additional notice through the Services or by email. Changes apply prospectively from the stated effective date. Continued use after that date constitutes acceptance, except where applicable law requires additional consent.

2. Definitions

'Additional Agreement' means an order form, master services agreement, statement of work, Campaign Participation Agreement, Campaign brief, payment schedule, subscription enrollment, or other written or electronic agreement governing particular Services.

'API Credentials' means API keys, access tokens, refresh tokens, client secrets, registration tokens, signing secrets, certificates, and other credentials used to access or authenticate to API Services.

'API Data' means data, content, records, responses, events, metrics, files, or other information accessed, received, submitted, generated, or transmitted through API Services.

'API Services' means the Platform API, SideShift Connect, Scraper API, MCP, webhooks, OAuth services, developer documentation, sandbox environments, and related developer tools made available by SideShift.

'Developer Application' means any website, application, software, system, agent, automation, integration, or service that accesses or uses API Services.

'Documentation' means the technical documentation, specifications, instructions, policies, scope descriptions, and usage requirements published or provided by SideShift for API Services, including materials available at https://docs.sideshift.app/.

'End User' means any person or entity that accesses, connects to, or receives functionality or data from a Developer Application.

'Campaign' means a creator, ambassador, user-generated content, influencer, advertising, or related engagement administered through or in connection with SideShift.

'Campaign Participation Agreement' or 'CPA' means the Campaign-specific independent contractor agreement electronically accepted through SideShift by SideShift, the applicable Client, and the applicable Creator, including its Campaign settings, schedules, exhibits, and incorporated brief.

'Campaign Wallet' or 'Wallet' means the limited-purpose account ledger within the Services that reflects funds made available through approved payment providers for SideShift fees, Creator compensation, bonuses, and other bona fide Campaign obligations.

'Client' means a brand, agency, advertiser, company, organization, or authorized representative using the Services to recruit, engage, manage, communicate with, or pay Creators, administer Campaigns, or run advertising.

'Creator' means an individual who creates an account to apply for or participate in Campaigns, provide Deliverables, or receive compensation through SideShift.

'Deliverable' means any video, photo, post, story, livestream, caption, script, raw file, edit, advertisement, service, or other content or output required by a Campaign.

'SideShift Content' means the Services and all software, interfaces, databases, designs, documentation, templates, analytics, data models, materials, and content provided by SideShift, excluding User Content.

'User Content' means information, data, messages, Campaign materials, briefs, profiles, reviews, media, and other content submitted, uploaded, transmitted, or made available by a user.

3. Nature and Scope of the Services

3.1 Platform and Related Services. SideShift provides a technology platform and related marketplace, Campaign administration, Creator sourcing, contracting, payment, analytics, advertising, strategy, managed-service, API, developer-tool, and MCP capabilities. The particular Services provided to a Client may be described in an Additional Agreement. SideShift may introduce, modify, suspend, or discontinue features at any time, subject to any express commitment in an applicable signed agreement.

3.2 No Performance Guarantee. SideShift does not guarantee Creator availability, Campaign completion, posting volume, audience response, views, impressions, engagement, clicks, conversions, purchases, revenue, return on advertising spend, geographic distribution, platform approval, account status, or any other result unless a signed Additional Agreement expressly states a specific guarantee and remedy.

3.3 Automated and AI-Assisted Features. The Services may use automated systems and artificial intelligence to recommend or rank Creators, analyze content, identify performance patterns, detect fraud, generate briefs or strategy, support moderation, and improve the Services. Outputs may be incomplete or inaccurate and must be independently reviewed before use. SideShift does not provide legal, medical, financial, regulatory, or other professional advice through automated features.

3.4 No Fiduciary Relationship. Except for express obligations in a Campaign Participation Agreement or another Additional Agreement, SideShift does not act as a fiduciary, trustee, escrow agent, employment agency, talent agent, joint venturer, or advisor to any user. No special or fiduciary relationship is created by access to the Services, the Wallet, analytics, recommendations, or communications.

4. Additional Agreements and Order of Precedence

4.1 Additional Agreements. Certain Services are governed by Additional Agreements. An Additional Agreement may be electronically generated, accepted, or signed through the Services. Electronic acceptance and SideShift platform records have the same effect as a handwritten signature to the fullest extent permitted by law.

4.2 Order of Precedence. If an Additional Agreement expressly conflicts with these Terms, the Additional Agreement controls solely with respect to its subject matter and the parties bound by it. Unless an Additional Agreement expressly states otherwise, the following order of precedence applies: (a) a master services agreement or signed order form between SideShift and a Client; (b) a Campaign Participation Agreement; (c) the applicable Campaign brief, Campaign settings, and payment settings displayed within the Services; and (d) these Terms.

4.3 SideShift Protections. No agreement solely between a Client and a Creator, and no modification made without SideShift acceptance, imposes obligations on SideShift or limits SideShift's platform administration, payment recovery, fraud prevention, non-circumvention, intellectual-property, indemnification, disclaimer, limitation-of-liability, or enforcement rights. Any waiver of those rights must be expressly agreed to in writing by an authorized SideShift representative.

4.4 Campaign-Specific Variations. Campaign Participation Agreements may vary compensation, Deliverables, revision requirements, deadlines, review periods, content availability, usage rights, paid-media rights, bonus structures, termination terms, and other Campaign-specific requirements. Those express variations control over default terms stated here.

5. Accounts, Verification, and Security

5.1 Accurate Information. You must provide current, complete, and accurate information and promptly update it. You may not create an account using false, misleading, stolen, or fabricated identity or business information.

5.2 Authorized Users. An entity account may permit owners, administrators, employees, contractors, and other authorized users to access the Services. The account owner is responsible for selecting permissions, removing former users, and all activity performed through its account or credentials by persons with actual, implied, or apparent authority.

5.3 Agency Accounts. An agency must create its primary account using the agency's correct legal or business information. An agency may create authorized Client subaccounts and administer them on behalf of its Clients, but remains responsible for account activity, permissions, compliance, and charges. Agency functionality does not permit the creation of false Creator identities or undisclosed Creator accounts.

5.4 Verification. SideShift and its providers may require business verification, identity verification, age verification, tax documentation, social-account verification, payment verification, or reverification at any time, particularly where fraud, misuse, payment risk, or account compromise is suspected. Failure to complete verification may restrict access, Campaign participation, Wallet withdrawals, or payouts.

5.5 Security. You are responsible for safeguarding account credentials, API Credentials, devices, and payment methods and for promptly notifying support@sideshift.app of suspected unauthorized activity. SideShift may rely on instructions received through authenticated accounts or valid API Credentials unless it has actual notice of compromise.

5.6 Related Accounts. SideShift may identify, associate, and review accounts that reasonably appear related based on shared identity, contact information, payment methods, payout destinations, devices, IP addresses, social accounts, business ownership, administrators, or coordinated activity. SideShift may treat related accounts as a single account for risk review and enforcement where it reasonably believes they are commonly controlled, used to evade restrictions, or involved in coordinated misconduct. Legitimate, transparently operated agency subaccounts remain permitted.

6. Electronic Communications, SMS, and Meeting Recordings

6.1 Electronic Notices. You consent to receive agreements, disclosures, notices, invoices, statements, Campaign communications, and other records electronically through email, in-app messages, push notifications, SMS, or other electronic means. Electronic delivery satisfies any legal requirement that a communication be in writing, to the extent permitted by law.

6.2 Operational SMS. By providing a mobile number, you consent to receive operational and transactional text messages relating to account security, Campaigns, applications, approvals, deadlines, payments, and support. Message frequency varies and message and data rates may apply. You may reply STOP to opt out where supported, but doing so may prevent delivery of important operational messages. SideShift does not use SMS for marketing unless it separately obtains any consent required by law.

6.3 Email and Push Marketing. Where permitted by law, SideShift may send marketing by email or push notification. You may opt out using the unsubscribe or settings controls, while continuing to receive necessary transactional communications.

6.4 Recorded or Transcribed Meetings. SideShift may use a visible recording, transcription, or note-taking tool in meetings. By remaining in a meeting after visible or verbal notice, you consent to recording and transcription to the extent permitted by law. Where applicable law requires affirmative consent beyond notice, SideShift will request that consent separately. You may ask before a meeting whether recording is enabled.

6.5 Delivery Limitations. SideShift is not liable for communications delayed or not received because of inaccurate contact details, spam filters, carrier restrictions, device settings, service-provider outages, or other circumstances outside SideShift's reasonable control.

7. Privacy

SideShift's Privacy Policy, available at https://sideshift.app/privacy-policy, describes how SideShift processes personal information and is incorporated into these Terms. Your use of the Services is also subject to any privacy disclosures and consents presented for a specific feature. Nothing in these Terms requires you to consent to processing where applicable law requires a separate choice.

8. Third-Party Services and Social Platforms

8.1 Integrations. The Services may connect with payment processors, identity-verification providers, social networks, advertising platforms, analytics providers, messaging services, and other third parties. Your use of a third-party service is governed by that provider's terms and policies in addition to these Terms.

8.2 No Control Over Third Parties. SideShift does not control and is not responsible for third-party availability, outages, content moderation, API changes, account restrictions, ad rejections, data accuracy, security incidents, fee changes, settlement timing, or other acts or omissions. SideShift may suspend an integration if necessary for legal, security, operational, or provider-policy reasons.

8.3 Connected Accounts. You authorize SideShift and its providers to access, retrieve, process, and act on information from connected accounts within the permissions you grant. You are responsible for maintaining required permissions and for disconnecting access when no longer desired, subject to ongoing Campaign obligations.

8.4 YouTube API Services. SideShift uses YouTube API Services. By using SideShift features that use these services, you also agree to be bound by the YouTube Terms of Service: https://www.youtube.com/t/terms

9. SideShift Intellectual Property

9.1 Ownership. SideShift and its licensors own all right, title, and interest in the Services and SideShift Content, including software, interfaces, workflows, templates, contracts, designs, trademarks, databases, analytics methodologies, algorithms, and documentation, together with all related intellectual-property rights.

9.2 Limited License. Subject to these Terms, SideShift grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services for your personal or internal business purposes during the term of your authorized access, except that Part IV and an applicable Additional Agreement may expressly permit a Developer Application to provide approved functionality to End Users.

9.3 Restrictions. You may not copy, modify, sell, lease, sublicense, distribute, reverse engineer, decompile, disassemble, frame, mirror, scrape, extract, or create derivative works from SideShift Content except through authorized API Services in compliance with Part IV, as otherwise expressly permitted in writing, or where a restriction is prohibited by law.

9.4 Feedback. If you provide suggestions, ideas, or feedback, you grant SideShift a perpetual, irrevocable, worldwide, royalty-free right to use and commercialize it without restriction or compensation, provided SideShift does not publicly identify you as the source without permission.

10. User Content and Platform License

10.1 User Ownership. As between you and SideShift, you retain ownership of User Content you lawfully own, subject to licenses granted in these Terms and applicable Additional Agreements.

10.2 License to SideShift. You grant SideShift a worldwide, non-exclusive, royalty-free, fully paid, transferable, and sublicensable license to host, store, reproduce, format, adapt, transmit, display, distribute, analyze, and otherwise use User Content as reasonably necessary to operate, secure, administer, improve, and market the Services; administer Campaigns and payments; generate analytics; prevent fraud; comply with law; and exercise rights under an Additional Agreement.

10.3 Marketing Use. SideShift may use publicly posted Campaign content, non-confidential performance results, and Creator profile materials to demonstrate and market the Services, subject to any express confidentiality or publicity restriction in an applicable enterprise agreement or Campaign Participation Agreement.

10.4 Your Responsibilities. You represent and warrant that you have all rights, permissions, licenses, releases, and lawful bases necessary to provide User Content and grant the rights stated in these Terms, and that User Content does not violate law, platform policy, confidentiality obligations, privacy rights, publicity rights, or intellectual-property rights.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means non-public information disclosed by or on behalf of SideShift, a Client, or a Creator that is designated confidential or reasonably should be understood as confidential, including Campaign briefs, unreleased products, pricing, strategies, customer information, access credentials, analytics, internal communications, and platform security information.

11.2 Obligations. A recipient may use Confidential Information only as necessary to use the Services or perform an Additional Agreement and must protect it using at least reasonable care. A recipient may disclose Confidential Information to personnel and professional advisors who need to know it and are bound by confidentiality obligations, or where legally required after providing notice where permitted.

11.3 Exclusions. Confidential Information does not include information the recipient can document was lawfully known without restriction, independently developed, lawfully received from a third party without duty, or made public without breach.

11.4 Survival and Relief. Confidentiality obligations survive termination for five years, except trade secrets remain protected while they qualify as trade secrets. Unauthorized disclosure may cause irreparable harm for which injunctive relief may be appropriate.

12. Prohibited Conduct

You may not use the Services to engage in, facilitate, encourage, or conceal any of the following:

- Illegal, fraudulent, deceptive, misleading, abusive, discriminatory, harassing, threatening, defamatory, exploitative, or unsafe conduct;

- Use of stolen payment methods, unauthorized charges, fabricated businesses, false invoices, self-payment schemes, money laundering, sanctions evasion, or transactions unrelated to bona fide SideShift Campaigns or Services;
- Misrepresentation of identity, age, location, company, affiliation, authority, social accounts, audience, metrics, Campaign performance, or payment status;
- Creation or operation of false, duplicate, shared, sold, transferred, impersonated, or unauthorized accounts, including use of AI-generated avatars or another person's photograph for a Creator profile;
- Purchase, manufacture, exchange, or artificial inflation of followers, views, impressions, likes, comments, shares, saves, clicks, conversions, or other activity through bots, click farms, device farms, engagement pods, undisclosed incentivized traffic, VPN or location manipulation, scripts, automation, or coordinated activity;
- Circumvention of SideShift contracts, fees, payments, Wallet controls, Campaign administration, account restrictions, verification, security, or enforcement mechanisms;
- Scraping, crawling, harvesting, exporting, or using data, Creator contact information, or content through automated means, except through authorized API Services in compliance with Part IV, the Documentation, and any applicable Additional Agreement, including use for a competing marketplace or recruiting service;
- Soliciting, onboarding, or diverting Creators to a competing service or unrelated opportunity using information obtained through SideShift, except as expressly permitted in writing;
- Uploading malware, harmful code, excessive traffic, or content designed to interfere with, probe, disrupt, or gain unauthorized access to the Services or another account;
- Reverse engineering, benchmarking for competitive replication, or copying SideShift workflows, templates, contracts, pricing structures, or non-public product functionality;
- Posting or distributing content that infringes intellectual-property, privacy, publicity, confidentiality, or other rights, or that violates applicable platform rules;
- Using the Services for an illegal product, illegal service, illegal claim, or unlawful targeting practice; or
- Helping another person engage in prohibited conduct or attempting to evade detection or enforcement.

13. Reviews and Ratings

13.1 Genuine Experiences. Reviews and ratings must reflect a genuine SideShift transaction or interaction and may not be false, misleading, defamatory, retaliatory, irrelevant, coerced, or submitted through duplicate or affiliated accounts.

13.2 No Manipulation. Users may not buy or sell reviews, condition payment or benefits on a positive review, threaten retaliation for a negative review, suppress a review through improper means, or misrepresent a review as independent.

13.3 Moderation. SideShift may investigate, remove, decline to publish, annotate, or restrict reviews that it reasonably believes violate these Terms, applicable law, or review integrity. SideShift does not endorse user reviews and does not guarantee their accuracy.

14. Monitoring, Investigations, and Enforcement

14.1 Monitoring. SideShift may monitor and review account activity, Campaigns, messages, User Content, connected social-account data, analytics, transactions, devices, IP information, and related records for support, security, quality, fraud prevention, payment administration, legal compliance, and enforcement.

14.2 Cooperation. You must cooperate with reasonable investigations and provide requested documents, communications, original media, native analytics, proof of account ownership, payment records, business records, or other relevant information. Failure to cooperate may result in adverse action.

14.3 Enforcement Measures. Depending on the circumstances, SideShift may warn a user, impose a forty-eight (48) hour cure period, remove content, reject a transaction, require reverification, restrict features, pause payments, archive Campaigns, suspend or terminate accounts, prevent re-registration, offset amounts, or pursue legal and equitable remedies. SideShift may act immediately without a cure period for fraud, impersonation, payment abuse, chargebacks, artificial engagement, illegal conduct, security risks, harassment, circumvention, or other material or repeated violations.

14.4 No Obligation to Monitor. SideShift has the right but not the obligation to monitor all activity. Enforcement in one instance does not obligate SideShift to take the same action in another instance.

15. Copyright Complaints

SideShift respects intellectual-property rights and may remove or disable content alleged to infringe copyright. A copyright notice should identify the copyrighted work, the allegedly infringing material and its location, the complaining party's contact information, a good-faith statement that the use is unauthorized, a statement under penalty of perjury that the information is accurate and the sender is authorized to act, and a physical or electronic signature. Notices and permitted counter-notices may

be sent to: SideShift Corporation, Attn: Copyright Agent, 111 Broadway, Suite 503, New York, NY 10006, or support@sideshift.app. SideShift may terminate repeat infringers where appropriate.

16. Term, Suspension, and Termination

16.1 Term. These Terms begin when you first accept or use the Services and continue until all accounts and subscriptions are terminated and all obligations are satisfied.

16.2 User Termination. You may stop using the Services and may delete your account through available settings, subject to active Campaigns, outstanding payment obligations, Additional Agreements, retention permitted under the Privacy Policy, and subscription cancellation rules.

16.3 SideShift Suspension or Termination. SideShift may suspend or terminate access with or without advance notice where reasonably necessary to protect the Services, users, payment systems, legal compliance, or SideShift's legitimate interests. For an ordinary remediable violation, SideShift may provide a forty-eight (48) hour cure period in its discretion. No cure period is required for circumstances identified in Section 14.3.

16.4 Effect on Client Campaigns. If a Client account is suspended, SideShift may immediately archive active Campaigns, pause Creator activity, restrict Wallet withdrawals, and notify affected Creators. Suspension does not eliminate accrued or committed payment obligations.

16.5 Effect on Creator Campaigns. A suspended or terminated Creator remains responsible for prior obligations and remains eligible for compensation properly accrued before suspension, subject to Campaign requirements, dispute review, fraud holds, offsets, and other payment provisions. SideShift may reassign or discontinue incomplete work.

16.6 Loss of Access. Upon suspension or termination, access to the Services and platform data may end immediately. SideShift has no obligation to provide a post-termination export except where required by law or expressly agreed in writing.

16.7 Survival. Provisions relating to payment, content rights, confidentiality, investigations, non-circumvention, indemnification, disclaimers, limitations of liability, dispute resolution, and any terms that by their nature should survive will survive termination.

17. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, SIDESHIFT CONTENT, ANALYTICS, RECOMMENDATIONS, AUTOMATED OUTPUTS, AND ALL RELATED FEATURES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE.' SIDESHIFT DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

SIDESHIFT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR COMPATIBLE WITH EVERY DEVICE OR THIRD-PARTY SERVICE; THAT CONTENT OR ANALYTICS WILL BE ACCURATE OR AVAILABLE; THAT A USER WILL BE SELECTED, PAID, OR ACHIEVE A PARTICULAR RESULT EXCEPT UNDER THE EXPRESS CREATOR PAYMENT GUARANTEE; OR THAT THIRD-PARTY PLATFORMS WILL APPROVE, DISTRIBUTE, OR MAINTAIN ANY CONTENT OR ADVERTISEMENT.

Some jurisdictions do not allow certain warranty exclusions, so portions of this Section may not apply to you. Nothing in these Terms limits rights that cannot lawfully be waived.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIDESHIFT AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY, OR DATA; COST OF SUBSTITUTE SERVICES; OR DAMAGES ARISING FROM THIRD-PARTY SERVICES, SOCIAL-PLATFORM ACTIONS, CREATOR OR CLIENT CONDUCT, CAMPAIGN PERFORMANCE, OR UNAUTHORIZED ACCOUNT ACTIVITY, EVEN IF ADVISED OF THE POSSIBILITY.

SIDESHIFT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS ($100) OR (B) THE AMOUNTS PAID BY THE CLAIMANT TO SIDESHIFT AS SIDESHIFT FEES DURING THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

The liability cap does not reduce an eligible Creator payment amount finally determined to be owed under the express Creator Payment Guarantee in Section C8, and it does not apply where liability cannot legally be limited. Each limitation applies independently and to the fullest extent permitted by law.

19. Indemnification

You will defend, indemnify, and hold harmless SideShift and its affiliates, officers, directors, employees, contractors, agents, payment partners, and licensors from claims, demands, proceedings, losses, liabilities, damages, judgments, penalties, fines, costs, and reasonable attorneys' fees arising from or relating to: (a) your use or misuse of the Services; (b) your User Content, products, services, claims, instructions, Campaigns, or advertising; (c) your breach of these Terms or an Additional Agreement; (d) your violation of law, platform policy, or third-party rights; (e) fraud, artificial engagement, account compromise attributable to you, or payment disputes caused by your conduct; or (f) a dispute between you and another user, except to the extent caused by SideShift's gross negligence or willful misconduct where that exclusion is prohibited by law. SideShift may control the defense and settlement of an indemnified claim, and you may not settle in a manner that admits fault by or imposes obligations on SideShift without written consent.

20. Dispute Resolution and Arbitration

20.1 Informal Resolution Requirement

Before filing arbitration or litigation, the claimant must send a written dispute notice to support@sideshift.app containing the claimant's name and account email, a detailed description of the dispute, relevant documents, the specific relief requested, and a telephone number for a good-faith conference. The parties will attempt in good faith to resolve the dispute for at least thirty (30) days after receipt. Limitation periods are tolled during this thirty-day period to the extent permitted by law.

20.2 Binding Individual Arbitration

Except for claims eligible for small-claims court and requests for temporary or injunctive relief described below, any dispute, claim, or controversy arising out of or relating to the Services, these Terms, an Additional Agreement, a Campaign, or the relationship among the parties will be resolved by final and binding individual arbitration administered by the American Arbitration Association ("AAA"). Claims involving a Client, agency, or other business entity will be governed by the AAA Commercial Arbitration Rules. Claims brought by an individual Creator primarily for personal or household purposes will be governed by the AAA Consumer Arbitration Rules to the extent those rules apply. If AAA is unavailable, a court of competent jurisdiction may appoint a substitute administrator applying substantially similar rules.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. The arbitrator has exclusive authority to resolve issues concerning the scope, applicability, enforceability, or formation of the arbitration agreement, except that a court will decide issues concerning the class-action waiver or requests for public injunctive relief where applicable law requires court determination.

20.3 Procedure and Location

Arbitration will be conducted remotely by video, telephone, or written submissions unless the arbitrator determines an in-person hearing is necessary. If an in-person hearing is required, it will occur in Delaware for business claims and, for an individual Creator, at a reasonably convenient location required by applicable AAA rules. The arbitrator may award any individualized remedy available in court, subject to these Terms, but may not consolidate unrelated claims or preside over a class, collective, or representative proceeding.

20.4 Small Claims and Injunctive Relief

Either party may bring an individual claim in a court of competent small-claims jurisdiction if it remains within that court's limits. Either party may seek temporary, preliminary, or permanent injunctive relief in court to protect intellectual property, Confidential Information, account security, platform integrity, data, payment systems, or non-circumvention rights, without waiving arbitration of damages or other claims.

20.5 Class and Representative Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE THAT PARTY'S CLAIM.

20.6 Coordinated Filings

If twenty-five (25) or more substantially similar arbitration demands are submitted against the same party by or with the assistance of the same or coordinated counsel within a ninety-day period, the demands will be administered in staged batches of up to twenty-five (25), with one arbitrator per batch unless the parties agree otherwise. AAA and the parties may adjust procedures to promote efficient, fair, and individualized resolution. Statutes of limitation are tolled for claims awaiting their batch. This provision does not authorize class arbitration.

20.7 Fees and Severability

Arbitration fees will be allocated under the applicable AAA rules, except the arbitrator may reallocate fees or award costs where permitted by law or where a claim or defense was brought in bad faith. If a portion of this Section is unenforceable, it will be severed and the remainder enforced to the maximum extent permitted, except that if the class-action waiver is finally held unenforceable as to a particular claim, that claim must proceed in court and be stayed pending arbitration of arbitrable claims where appropriate.

21. Governing Law

These Terms and all disputes not governed by the Federal Arbitration Act are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. Subject to the arbitration agreement, the state and federal courts located in Delaware have exclusive jurisdiction over court proceedings, and each party consents to personal jurisdiction and venue there, except where applicable law requires another forum.

22. General Provisions

22.1 Entire Agreement and Interpretation. These Terms and applicable Additional Agreements constitute the entire agreement concerning their subject matter and supersede prior or contemporaneous understandings on that subject. Headings are for convenience; "including" means "including without limitation"; singular includes plural; and writing includes electronic records. These Terms will not be construed against a party solely because it drafted them.

22.2 Assignment. You may not assign or transfer these Terms or an account without SideShift's prior written consent. SideShift may assign these Terms in connection with a merger, financing, reorganization, sale of assets, corporate transaction, or to an affiliate or successor.

22.3 Severability. If any provision is invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain effective.

22.4 No Waiver. Failure to enforce a provision is not a waiver. A waiver must be in writing and signed by an authorized representative.

22.5 No Third-Party Beneficiaries; Force Majeure. Except as expressly stated, these Terms create no third-party beneficiaries. SideShift is not liable for delay or failure caused by events beyond its reasonable control.

PART II - BRAND, CLIENT, AND AGENCY TERMS

This Part II applies to every Client, including brands, agencies, advertisers, companies, organizations, and their authorized users. If you act as both a Client and a Creator, both Part II and Part III apply to the relevant activity.

B1. Client Authority and Account Administration

B1.1 Authority. A Client user represents that the user is authorized to act for and bind the Client. The Client is responsible for all administrators, employees, contractors, agency personnel, and other authorized users and for charges and commitments they make through the account.

B1.2 Accurate Business Information. The Client must maintain accurate company name, contact information, billing information, website, business category, and other required information. SideShift may request a W-9, formation document, authorization letter, website or app-store evidence, or other documentation to verify legitimacy.

B1.3 Agency Administration. An agency acting for a Client represents that it has the Client's authority to create Campaigns, communicate with Creators, approve Deliverables, grant advertising access, and incur charges within the permissions given by the Client. The agency and Client are jointly responsible for clarifying account permissions and funding obligations.

B2. Client Campaign and Regulatory Responsibilities

B2.1 Products, Services, and Claims. The Client is solely responsible for the legality, safety, quality, labeling, licensing, availability, and substantiation of its products, services, offers, and claims, and for all scripts, talking points, comparison claims, disclosures, disclaimers, targeting criteria, instructions, and materials it supplies or approves.

B2.2 Advertising Compliance. The Client must comply with all applicable advertising, endorsement, consumer-protection, privacy, communications, accessibility, election, gambling, health, medical, financial-services, age-restriction, and industry-specific laws and platform policies. The Client must not direct a Creator to make a false, misleading, unsubstantiated, unlawful, or inadequately disclosed statement.

B2.3 Endorsement Oversight. The Client must provide accurate disclosure instructions, monitor required disclosures, and promptly address noncompliant content. SideShift may assist but does not assume the Client's regulatory duties.

B2.4 High-Risk Categories. SideShift may, but is not required to, request additional documentation, disclosures, restrictions, or review for Campaigns involving political advocacy, gambling, health or medical products, financial products, age-restricted goods, or other heightened-risk subject matter. SideShift may reject or discontinue any Campaign in its discretion. Illegal products, illegal services, illegal claims, and unlawful targeting are prohibited.

B3. Relationship Among SideShift, Clients, and Creators

B3.1 SideShift Engages Creators. For Campaigns governed by a Campaign Participation Agreement, SideShift engages the Creator as SideShift's independent contractor for the limited purpose of producing the applicable Deliverables for the benefit of the Client. The Client is an intended beneficiary of the Creator's Campaign obligations, warranties, and content rights.

B3.2 No Client Employment Relationship. A Creator is not the Client's employee, agent, partner, joint venturer, or representative and has no authority to bind the Client. The Client will not represent otherwise or provide employment benefits, payroll treatment, or day-to-day control inconsistent with independent-contractor status, except as required by law.

B3.3 Client Funding Obligation. The Client remains responsible to SideShift for funding all Creator compensation, bonuses, Campaign expenses, and fees that accrue under a Campaign Participation Agreement, Campaign settings, or other Additional Agreement, even where SideShift arranges payment to the Creator through a third-party provider.

B3.4 Payment Infrastructure. Payment processing, settlement, custody, identity verification, and payouts are provided through third-party payment providers and their regulated partners. SideShift may act as the contracting principal, merchant, or payment administrator for a bona fide Campaign as reflected in the applicable agreement, but does not offer a general-purpose transfer service and does not accept funds for unrelated transfers.

B4. Subscriptions, Free Trials, and Automatic Renewal

B4.1 Plans. SideShift may offer monthly, annual, usage-based, or custom Client and agency subscriptions at the prices, features, and limits displayed at enrollment or stated in an Additional Agreement. Creator subscriptions are addressed in Part III. SideShift may change plan features and prices prospectively, with price changes applying no earlier than the next renewal after any notice required by law.

B4.2 Automatic Renewal. Unless a signed Additional Agreement states otherwise, paid subscriptions automatically renew for successive periods of the same duration until canceled. By enrolling, the Client authorizes SideShift and its payment processors to charge the payment method on file for recurring subscription fees and other disclosed charges at the beginning of each renewal period.

B4.3 Fourteen-Day Trial. Eligible new Client accounts may receive a fourteen-day free trial or another promotional period displayed at enrollment. Unless canceled before the trial expires, the selected paid plan begins automatically and the payment method on file will be charged. Eligibility, promotional terms, and discount-code restrictions may vary and may be revoked for abuse.

B4.4 Cancellation. A Client may cancel a self-service subscription at any time through available account settings or another method SideShift provides. Cancellation is effective at the end of the current billing period. Access continues through that period unless suspended or terminated for breach. Cancellation does not produce a partial-period, unused-time, or prorated refund.

B4.5 Enterprise Agreements. Enterprise subscriptions and managed services are governed by the applicable master services agreement, order form, or statement of work, including any minimum term, renewal, notice, or termination commitment stated there.

B5. Campaign Wallet and Payment Authorization

B5.1 Limited-Purpose Wallet. The Campaign Wallet is a limited-use ledger feature reflecting funds made available through approved payment providers for future Creator compensation, bonuses, SideShift fees, and related Campaign obligations. It is not a bank account, deposit account, prepaid account, trust account, escrow account, investment account, or general-purpose money-transfer service. Wallet balances do not earn interest and may not be transferred among unrelated users.

B5.2 Payment Providers and Settlement. Wallet funding, refunds, payouts, and withdrawals are processed through Stripe, Whop, or other approved payment and financial-service providers. Those providers control payment authorization, processing, settlement timing, payout methods, and transfers conducted through their systems. Stripe-funded deposits may be settled to a SideShift bank account before SideShift makes corresponding funds available through Whop for Creator payouts. The Wallet is an internal limited-purpose ledger and does not represent a claim to specifically segregated funds.

B5.3 Withdrawal of Uncommitted Funds. The Client may request withdrawal of the remaining uncommitted Wallet balance when the Client has no active Creator contracts, accrued Creator compensation, pending bonuses, unresolved payment disputes, anticipated reversals, active Campaign obligations, or other outstanding balances. Deposit and processing fees are earned when incurred and are not refunded. Withdrawals may be returned only through a method permitted by the applicable payment provider and may be delayed for risk review.

B5.4 Committed Funds. Wallet funds become committed when Creator compensation, bonuses, reimbursements, or other Campaign amounts accrue or are reflected as owed within the Services, including in the "Total Owed" amount displayed on the payouts page. Committed funds are not withdrawable or refundable and may be applied to the corresponding obligation.

B5.5 Application and Offset. SideShift may apply a Client's Wallet balance or other amounts held for that Client against subscription charges, SideShift fees, Creator compensation, bonuses, refunds or adjustments connected to that Client, payment reversals, chargebacks, direct processor costs, fraud losses attributable to that Client or its authorized users, and other overdue obligations. SideShift will not use one Client's funds to satisfy a liability attributable solely to an unrelated Client.

B5.6 Stored Payment Authorization. The Client authorizes SideShift and its processors to charge payment methods associated with the account for amounts disclosed at checkout, approved through the account, incurred under an Additional Agreement, reflected as Total Owed, or otherwise payable under these Terms, including Creator compensation, bonuses, overages, renewal fees, and amounts due after a payment dispute. Where a Client disputes Creator eligibility, SideShift may investigate for up to ten (10) business days before charging the amount if SideShift determines the Creator is eligible.

B5.7 Permitted Wallet Uses. Wallet value may be used only for SideShift fees, Creator compensation, bonuses, refunds, adjustments, and other bona fide obligations arising from SideShift Campaigns or Services. Wallet value may not be transferred between unrelated users or used for person-to-person payments, remittances, cash-equivalent transfers, or transactions unrelated to SideShift Services.

B6. Fees, Refunds, and Campaign Cancellation

Payment Category	Default Refund Treatment	Key Conditions
Subscription fees	Non-refundable once charged	Cancellation applies at the end of the current billing period; no prorated or unused-time refund.

Payment Category	Default Refund Treatment	Key Conditions
Setup, sourcing, strategy, management, and service fees	Non-refundable	Earned when charged, incurred, work begins, or resources are reserved.
Deposit and payment-processing fees	Non-refundable	Not returned when Wallet principal is withdrawn.
Wallet principal	Withdrawable only if uncommitted	No active contracts, accrued Creator amounts, disputes, reversals, or outstanding balances.
Creator compensation and bonuses	Non-refundable once accrued or committed	Amounts shown as owed or earned under Campaign settings and CPAs remain payable.
Advertising-platform charges	Governed by the platform	Paid directly to the advertising platform; SideShift does not control platform refunds.

B6.1 Non-Refundable Fees. Except where required by applicable law or expressly stated in a signed Additional Agreement, all SideShift fees are final, earned when charged or incurred, and non-refundable. This includes subscription, platform, setup, sourcing, strategy, Campaign-management, Creator-management, advertising-management, service, processing, and deposit fees; fees for work performed; and fees for resources or Creator capacity reserved.

B6.2 No Performance-Based Refund. Cancellation, non-use, dissatisfaction, changes in business needs, Creator performance, Campaign underdelivery, delays, social-platform outcomes, or failure to achieve expected views, engagement, conversions, revenue, geographic distribution, or return on investment do not create a right to a refund, credit, chargeback, fee reduction, or damages unless a signed Additional Agreement expressly states a specific remedy. SideShift may voluntarily extend a Campaign, provide replacement opportunities, or offer credit as a customer accommodation without admitting liability or creating a continuing obligation.

B6.3 Client Termination for Convenience. If a Client terminates or discontinues a Campaign for convenience: (a) all SideShift fees already charged, incurred, earned, invoiced, or attributable to work begun remain non-refundable and payable; (b) all Creator compensation, bonuses, expenses, and other amounts accrued or committed before termination become immediately due; (c) Creators are entitled to compensation for qualifying completed work and any prorated amount required by the applicable CPA; (d) non-cancelable commitments, reserved Creator capacity, and approved third-party expenses remain payable; and (e) only remaining uncommitted Wallet principal may be withdrawn under Section B5.

B6.4 Termination for Client Breach. If SideShift suspends or terminates a Campaign or account because of payment failure, chargeback, fraud, misuse, circumvention, unlawful conduct, or another Client breach, all accrued, committed, invoiced, and contractually guaranteed amounts become immediately due. Termination does not relieve the Client of liabilities arising before or because of the breach.

B6.5 SideShift Cancellation Without Client Breach. If SideShift permanently cancels a Campaign for reasons unrelated to Client breach, the Client's exclusive monetary remedy is return of the unused and uncommitted Wallet principal attributable to that Campaign. Earned SideShift fees and payment-processing fees remain non-refundable.

B6.6 Incorporated Policy. SideShift's then-current Refund and Cancellation Policy is incorporated into these Terms. If that policy conflicts with a signed enterprise agreement, the signed agreement controls for the applicable Services.

B7. Campaign Funding and Creator Compensation

B7.1 Funding. The Client must maintain sufficient Wallet funds or an approved payment method to cover all expected Creator compensation, bonuses, and Campaign obligations. SideShift may pause Creator applications, new contracts, Deliverables, publishing, or payouts if funding is insufficient or at risk.

B7.2 Accrual. Creator compensation accrues based on the applicable CPA, SideShift Campaign settings, payment settings, and SideShift analytics. Amounts displayed as Total Owed are due and committed, subject only to a timely good-faith dispute and SideShift review.

B7.3 Client Dispute. A Client disputing Creator eligibility must submit a formal dispute through SideShift with supporting evidence. SideShift may pause the disputed amount for up to ten (10) business days. If SideShift determines the Creator satisfied the requirements, the amount becomes immediately due and SideShift may charge the Wallet or stored payment method and arrange payment to the Creator.

B7.4 Undisputed Amounts. The Client must fund and pay all undisputed amounts when due, even while another amount is being reviewed. The Client may not use setoff, a chargeback, or withholding on unrelated amounts as leverage in a Campaign dispute.

B8. Billing Questions, Chargebacks, and Payment Disputes

B8.1 Review and Notice. The Client must promptly review invoices, Wallet activity, statements, subscription charges, and Total Owed records. To the fullest extent permitted by law, a claimed billing error must be reported to support@sideshift.app within thirty (30) days after the charge, invoice, or statement first becomes available, with the disputed amount, explanation, and supporting documents. Failure to provide notice constitutes acceptance of the charge for contractual purposes, except where applicable law provides a non-waivable longer period or remedy.

B8.2 Good-Faith Resolution Before Chargeback. Before initiating a chargeback, payment reversal, bank dispute, or similar proceeding, the Client must contact SideShift and provide a reasonable opportunity, generally at least ten (10) business days where practicable, to investigate and resolve the issue. This requirement does not eliminate a non-waivable statutory right, but is a material condition of using the Services.

B8.3 Authorized Charges. Charges initiated or approved by an account owner, administrator, employee, contractor, agent, agency, or other person with actual, implied, or apparent authority to use the Client account or payment method are authorized Client charges, except to the extent the activity resulted solely from SideShift's failure to maintain commercially reasonable security after receiving notice of compromise.

B8.4 Improper Disputes. A Client may not initiate or encourage a chargeback or reversal for an authorized transaction, Services delivered or made available under the applicable agreement, accrued Creator compensation, a non-refundable fee, dissatisfaction with performance, or as a substitute for SideShift's cancellation and dispute procedures. A Client may not falsely characterize an authorized charge as fraudulent or unauthorized.

B8.5 Consequences. If a charge is disputed, reversed, withheld, or at material risk, SideShift may immediately suspend the account, archive active Campaigns, pause Creator work, restrict Wallet withdrawals, prevent new engagements, and offset the disputed amount against Client funds. Undisputed obligations remain due.

B8.6 Amounts Due After Reversal. If a chargeback or reversal is denied, withdrawn, found to concern an authorized charge, or otherwise resolved in SideShift's favor, the reversed amount immediately becomes due. To the extent permitted by law, the Client must reimburse direct processor fees, collection costs, and reasonable costs incurred responding to an improper dispute.

B8.7 Evidence Authorization. The Client authorizes SideShift to provide a bank, issuer, card network, payment processor, dispute administrator, insurer, law-enforcement authority, or court with relevant Terms, Additional Agreements, electronic acceptance records, invoices, communications, usage records, Campaign activity, Creator contracts, Deliverables, approvals, Wallet records, device and IP information, and other evidence reasonably necessary to investigate, defend, or resolve a payment dispute.

B8.8 Legitimate Rights Preserved. Nothing in this Section prevents a cardholder from reporting a genuinely unauthorized transaction or exercising a right that cannot lawfully be waived. Knowingly false, misleading, duplicative, or bad-faith disputes are a material breach.

B9. Deliverable Review, Rejection, and Acceptance

B9.1 Review Period. Unless the applicable CPA states another period, the Client has five (5) calendar days after submission to review and accept or reject a Deliverable. Silence after the review period constitutes acceptance.

B9.2 Timing of Rejection. A Client rejection must occur before publication or, if the Deliverable is posted before review is complete, no later than forty-eight (48) hours after it goes live. A rejection must be communicated through the Services or another SideShift-approved channel and identify the reason.

B9.3 Approval Discretion and Good Faith. The Client may exercise reasonable approval discretion and may reject work that does not satisfy the CPA, Campaign brief, legal requirements, platform policies, or stated quality requirements. A late, retaliatory, fraudulent, bad-faith, pretextual, or clearly unrelated rejection does not eliminate accrued Creator compensation.

B9.4 SideShift Determination. SideShift may make the initial determination whether a rejection was timely and whether compensation is payable through the Services. SideShift may override a Client rejection for platform payment administration where it reasonably finds the rejection late, fraudulent, retaliatory, in bad faith, or unrelated to the agreed requirements. That determination does not prevent a party from pursuing formal remedies under Section 20.

B9.5 Revisions. Revision rights, limits, and deadlines are governed by the applicable CPA. Requests must remain within the agreed scope and be made in good faith. SideShift is not responsible for unlimited or materially expanded revisions not included in the agreement.

B10. Content Rights and Campaign Usage

B10.1 Campaign Agreement Controls. Content ownership, licensing, usage duration, exclusivity, paid-media rights, raw-file delivery, and portfolio restrictions are governed first by the applicable CPA. A Client may negotiate and modify those provisions through SideShift, and an express modification controls over the defaults below.

B10.2 Default Usage Rights. Unless the CPA expressly narrows the rights, the Creator grants the Client and SideShift a worldwide, perpetual, irrevocable after payment or when eligible compensation becomes finally due, royalty-free, transferable, and sublicensable non-exclusive license to use, reproduce, repost, publish, display, distribute, transmit, edit, crop, format, translate, combine, create derivative works from, and otherwise exploit the Deliverables across websites, applications, social media, email, digital and physical marketing, internal materials, and other channels.

B10.3 Paid Media and Likeness. Unless the CPA states otherwise, the default license includes paid social and digital advertising, whitelisting, TikTok Spark Ads, Meta partnership ads, amplification, and use of the Creator's name, image, voice, likeness, social handle, and performance embodied in the Deliverables for the permitted uses. Platform-specific permissions remain subject to platform rules and the Creator's required cooperation.

B10.4 Raw Footage. Raw footage, project files, alternate takes, and source assets are required only if the CPA or Deliverable requirements expressly include them.

B10.5 Third-Party Materials. The Client is responsible for materials, trademarks, music, claims, scripts, and assets it supplies. The Creator is responsible for third-party materials the Creator independently selects. Responsibility for an infringement or unlawful claim will be allocated to the party that supplied, directed, or knowingly approved the problematic material, subject to the applicable indemnity.

B11. Paid Advertising Services

B11.1 Limited Authorization. If the Client enables advertising services, the Client authorizes SideShift to access and act within the Client's designated advertising accounts solely to provide the requested Services and within permissions, Campaign parameters, budgets, and limits established or approved by the Client. SideShift may create, configure, modify, monitor, pause, and administer campaigns; use advertiser IDs and access tokens; receive conversion and purchase data; and administer Spark Ads codes, partnership-ad permissions, and similar authorizations.

B11.2 Client Control. The Client retains control of its advertising accounts, overall budgets, payment methods, and final objectives. SideShift will not intentionally exceed an approved total Campaign budget without Client authorization. The Client is responsible for reviewing permissions and active campaigns and for charges imposed directly by advertising platforms.

B11.3 Customer Lists. If the Client directs SideShift to upload or use customer lists or audience identifiers, the Client represents that it has provided all required notices, obtained all required consents, and has every lawful basis and right necessary for the proposed targeting and platform use. SideShift may refuse or discontinue an upload it reasonably believes is unlawful or noncompliant.

B11.4 Creator Revenue-Share Compensation. If a CPA calculates Creator compensation as a percentage of advertising spend, revenue, purchases, or another performance measure, the Client must fund the amount determined by SideShift's Campaign and payment settings and available platform data, subject to the stated measurement rules.

B11.5 Advertising Disclaimers. SideShift is not responsible for ad rejections, account restrictions or suspensions, platform policy or algorithm changes, attribution discrepancies, delayed or missing events, tracking limitations, creator revocation of permissions, platform outages, conversion loss, or any particular performance or return on advertising spend.

B12. Customer Lists, Invited Creators, and Uploaded Data

B12.1 Invites. A Client may upload email addresses or social handles to invite potential Creators. An invited person must affirmatively opt in and create an account before participating or providing additional account information. A social handle may be stored before the individual joins solely to support invitation, sourcing, and matching workflows.

B12.2 Client Warranty. The Client represents that it has the right and lawful basis to provide uploaded data and to request the intended invitation or use, and that its communications comply with applicable privacy, email, text-message, and advertising laws. SideShift may require the Client to document consent or another lawful basis.

B12.3 No Sensitive or Unnecessary Data. The Client must not upload payment-card information, bank credentials, government identification, health information, highly sensitive consumer data, or other information not reasonably necessary for the enabled feature unless SideShift expressly authorizes the upload in writing.

B13. Creator Information and Permitted Communications

B13.1 Marketplace Visibility. Before engagement, the Client may view Creator profile, portfolio, social, Campaign-history, rating, and analytics information made available through the Services. Creator email and phone information become available only after the Creator is contracted or hired, unless the Creator separately authorizes disclosure.

B13.2 Permitted Use. The Client may use Creator information only to evaluate, administer, communicate about, and perform legitimate SideShift Campaigns and related engagements. The Client may not sell, export, scrape, enrich, repurpose, or use Creator information for unrelated marketing, mass solicitation, competing recruitment, or onboarding to another creator platform.

B13.3 Competitor and Diversion Misuse. Using SideShift information to recruit Creators to a competing marketplace, agency, payment service, or off-platform relationship without written approval is a material breach and may constitute circumvention. SideShift may suspend access, seek injunctive relief, recover liquidated damages under Section B14, and pursue additional actual damages where legally available without duplicative recovery.

B14. Non-Circumvention

B14.1 Restriction. During a user's use of the Services and for twenty-four (24) months after the later of (a) the user's introduction to another user through SideShift or (b) completion of the most recent SideShift-facilitated Campaign, contract, or payment between them, Clients, agencies, and Creators may not, without SideShift's prior written approval, directly or indirectly enter into, renew, extend, route, or facilitate a content-creation, ambassador, influencer, advertising, or similar engagement with one another outside the Services, or make or receive payment for SideShift-sourced work outside the Services.

B14.2 Indirect Circumvention. The restriction applies to activity through affiliates, related entities, employees, agents, agencies, competing platforms, replacement entities, payment intermediaries, referrals, or other arrangements whose purpose or effect is to avoid SideShift fees, contracts, payment systems, or oversight.

B14.3 Pre-Existing Relationships. The restriction does not prohibit a relationship the user can document existed independently before the SideShift introduction and that was disclosed to SideShift promptly after the introduction. SideShift may grant written exceptions in its discretion.

B14.4 Liquidated Damages. The parties acknowledge that circumvention causes losses that are difficult to calculate, including lost fees, payment revenue, data, renewal value, and marketplace investment. For each prohibited engagement, contract, or payment arrangement, the breaching user agrees to pay liquidated damages equal to the greater of (a) one thousand dollars ($1,000) or (b) the fees SideShift would reasonably have earned from the prohibited transaction, as a reasonable estimate of loss and not a penalty, plus unpaid fees and equitable relief necessary to stop continuing circumvention. SideShift will not recover duplicative damages for the same loss.

B15. Publicity and Case Studies

Unless a signed enterprise agreement states otherwise or the Client opts out in writing before publication, the Client grants SideShift permission to identify the Client by name and logo in customer lists, sales materials, and factual descriptions of the relationship, and to use publicly available Campaign content and non-confidential aggregated performance results in case studies and marketing. SideShift will not disclose Client Confidential Information. Enterprise agreements control where they require written approval.

B16. Client Indemnity and Heightened-Risk Campaigns

Without limiting Section 19, the Client will defend, indemnify, and hold harmless SideShift and affected Creators from claims, investigations, losses, fines, penalties, chargebacks, and expenses arising from Client products or services; Client-supplied or approved claims, scripts, disclosures, targeting, customer lists, trademarks, music, or materials; product defects or injuries; regulatory noncompliance; political, gambling, health, medical, financial, or age-restricted Campaigns; advertising-account activity requested by the Client; or the Client's breach of Campaign funding or payment obligations, except to the extent caused by SideShift's or the Creator's independent misconduct.

PART III - CREATOR TERMS

This Part III applies to every Creator. A Creator may use the free version of SideShift and may optionally enroll in a paid monthly or annual subscription at the price and terms displayed at enrollment. A paid subscription is not required to participate in the marketplace unless a specific feature expressly requires it.

C1. Creator Eligibility, Identity, and Account Integrity

C1.1 Personal Account. A Creator account may be created and used only by the individual Creator it identifies. A Creator may not create an account for another person, permit another person to perform through the account, sell or transfer the account, share credentials, or maintain multiple Creator accounts without written SideShift approval.

C1.2 Accurate Identity. The Creator must use the Creator's correct legal name as the display name, actual city and location, accurate date of birth, current contact information, and a current profile photograph that genuinely depicts the Creator. The Creator may not use an AI-generated avatar, another person's image, a materially altered identity image, a false location, or an impersonated social account.

C1.3 Profile Information. A Creator may provide optional school or university information, gender, portfolio materials, uploaded videos, social links, and other profile information. All information must be accurate, lawfully provided, and kept current.

C1.4 Verification and Reverification. The Creator must complete identity, payout, age, tax, social-account, or other verification required by SideShift or its providers and may be required to reverify when fraud, misuse, account sharing, or payment risk is suspected. SideShift generally receives verification results rather than government identification documents from the verification provider.

C1.5 Consequences. Identity misrepresentation, AI avatars, impersonation, false location, account transfer, duplicate accounts, or failure to verify may result in immediate suspension, permanent termination, loss of eligibility for affected earnings, reversal or forfeiture of amounts connected to the misconduct, and other remedies permitted by these Terms and law.

C1.6 Optional Creator Subscriptions. SideShift may offer an optional monthly or annual paid Creator subscription at the price and benefits displayed at enrollment. The subscription automatically renews until canceled. A Creator may cancel at any time through available account settings, effective at the end of the current billing period. Charges already processed are non-refundable except for duplicate charges, SideShift billing errors, or refunds required by non-waivable law. A paid subscription is not required to use the free marketplace features unless a specific feature expressly states otherwise.

C2. Independent Contractor Relationship

C2.1 Contractor of SideShift. For each Campaign governed by a CPA, the Creator provides services as an independent contractor of SideShift for the limited purpose of producing Deliverables for the benefit of the Client. The Creator is not an employee, agent, partner, joint venturer, or representative of SideShift or the Client and has no authority to bind either.

C2.2 Control and Method. Subject to the required Deliverables, deadlines, legal requirements, platform rules, and brand-safety standards, the Creator controls the manner, means, location, schedule, tools, and creative process used to perform the work. The Creator may accept or decline opportunities and is not guaranteed any minimum amount of work.

C2.3 Expenses, Benefits, and Taxes. Unless a CPA expressly states otherwise, the Creator supplies the Creator's own equipment and bears all expenses. The Creator is not eligible for wages, overtime, unemployment benefits, workers' compensation, health benefits, retirement benefits, paid leave, or other employee benefits from SideShift or the Client. The Creator is responsible for taxes and required filings, subject to any withholding required by law.

C2.4 No Exclusivity. Unless a CPA states otherwise, the Creator may perform services for others, including competitors, provided the Creator complies with confidentiality, conflict, exclusivity, and content restrictions expressly accepted for a Campaign.

C3. Campaign Participation Agreements

C3.1 Binding Campaign Terms. Before participating in a paid Campaign, the Creator may be required to electronically accept a CPA stating the Client, Campaign, Deliverables, compensation, payment rules, term, content requirements, availability period, usage rights, and other Campaign-specific terms. SideShift may electronically accept the CPA through platform activation, countersignature, or processing of the engagement.

C3.2 Review Before Acceptance. The Creator must review the CPA and Campaign brief before accepting. The Creator should not accept a Campaign the Creator cannot complete or whose usage, exclusivity, content, or compensation terms are unacceptable.

C3.3 Contract Precedence. Express CPA terms override these Terms for Campaign-specific subjects. If, for example, the CPA changes default perpetual usage rights to ninety days, the ninety-day term controls for that Campaign. SideShift's platform, payment, fraud, enforcement, non-circumvention, indemnity, disclaimer, and dispute protections remain effective unless SideShift expressly agrees otherwise.

C4. Creator Performance and Compliance

C4.1 Performance. The Creator must personally perform the accepted work professionally, timely, and in accordance with the CPA, Campaign brief, approved instructions, platform policies, and applicable law. The Creator must communicate promptly about delays, conflicts, access issues, or circumstances affecting completion.

C4.2 Authentic Performance. The Creator may not buy or artificially generate followers, views, impressions, engagement, clicks, conversions, or other metrics. Prohibited methods include bots, click farms, device farms, engagement pods, undisclosed paid or incentivized traffic, VPN or location manipulation, scripts, account farms, or coordinated activity designed to misrepresent genuine audience response.

C4.3 Account and Handle Integrity. The Creator must post through the approved account and maintain connection to required social handles during the Campaign and measurement period. A handle change or loss of access must be reported promptly and, where reasonably possible, within forty-eight (48) hours.

C4.4 Cooperation. The Creator must provide reasonable proof of performance, including original files, native analytics, screenshots or exports, account-ownership evidence, posting links, and other information needed to verify compliance, payment, or fraud concerns.

C5. Deliverable Submission, Revisions, and Approval

C5.1 Submission. Deliverables must be submitted through the method and by the deadline stated in the CPA or Campaign settings. Submission does not itself guarantee approval or payment if Campaign requirements remain incomplete.

C5.2 Client Review. Unless the CPA provides otherwise, the Client has five (5) calendar days after submission to accept or reject a Deliverable. Silence constitutes acceptance. If content is posted before review is complete, rejection must occur within forty-eight (48) hours after it goes live.

C5.3 Revisions. Revision obligations and limits are controlled by the CPA. The Creator must complete reasonable, timely, in-scope revisions required by the Client. The Creator is not required to perform materially expanded work or unlimited revisions unless expressly agreed.

C5.4 Bad-Faith Rejection. A late, retaliatory, fraudulent, bad-faith, or clearly unrelated rejection does not eliminate otherwise accrued compensation. SideShift may make the initial payment-administration determination under Section B9.

C6. Content Availability and Early Removal

C6.1 Default Availability. Unless the CPA states another period, each approved Deliverable must remain publicly accessible on the required account for at least three (3) months after the Campaign or Creator contract terminates. The Creator may not voluntarily delete, hide, archive, restrict, materially alter, or make the Deliverable inaccessible during that period.

C6.2 Permitted Removal. Early removal is permitted where required by law, required by a social platform for reasons not caused by the Creator's breach, necessary to address a credible safety threat, or requested in writing by SideShift or the Client. The Creator must notify SideShift promptly and cooperate with any replacement, documentation, or mitigation reasonably requested, but SideShift does not guarantee replacement content to the Client.

C6.3 Client Breach. If the Client materially breaches its payment obligations, the Creator may remove the affected Deliverables after the Creator has received all compensation owed for those Deliverables, unless the CPA provides a different remedy.

C6.4 Remedies for Voluntary Early Removal. If the Creator voluntarily removes or restricts content early without a permitted reason, SideShift may require restoration where reasonably possible; suspend or terminate the account; disqualify unpaid compensation or bonuses connected to the affected content; recover or offset a reasonable prorated portion of compensation previously paid for the required live period; and treat repeated or deliberate removal as a material breach. Any recovery or forfeiture will be reasonably connected to the affected Deliverables, unperformed availability period, and resulting loss.

C7. Compensation and Performance Measurement

C7.1 Earning Compensation. Unless the CPA states otherwise, base compensation becomes earned when the Creator completes all applicable Campaign requirements. If a Client terminates for convenience, the Creator earns compensation for qualifying

completed work and any prorated amount specified or reasonably determined under the CPA for work completed before termination.

C7.2 Controlling Records. SideShift's analytics, Campaign settings, payment settings, connected-platform data, and platform records determine Deliverable counts, qualifying performance, compensation, bonuses, caps, and measurement windows, absent manifest error. Where API data is unavailable, SideShift may accept native analytics screenshots or exports reasonably satisfactory to SideShift.

C7.3 Invalid Activity. SideShift may exclude paid, incentivized, non-human, duplicated, manipulated, fraudulent, or otherwise invalid activity from all compensation calculations. Artificial engagement is a material breach and may affect all related Deliverables and accounts.

C7.4 Bonuses and Revenue Shares. Bonus thresholds, stacking rules, measurement dates, view windows, caps, revenue-share formulas, and eligibility requirements are controlled by the CPA and SideShift settings. Metrics accruing after the stated window do not count unless the CPA says otherwise. Content must remain compliant and accessible to qualify.

C7.5 Statements. SideShift may make payment statements or calculations available through the Services. A Creator should report a suspected calculation error promptly and within any CPA dispute window. SideShift may correct manifest errors, duplicate payments, and overpayments.

C8. Creator Payment Guarantee and Nonpayment Claims

C8.1 Guarantee. Subject to this Section, SideShift guarantees payment of eligible Creator compensation under a CPA electronically executed through SideShift when the Creator fully completes the applicable Campaign requirements, complies with the CPA and these Terms, and satisfies identity, payout, tax, analytics, and verification requirements. SideShift may arrange payment through its designated payment providers.

C8.2 Formal Claim Required. If eligible compensation is not received because a Client fails to fund or pay, the Creator must submit a formal nonpayment dispute through SideShift. The dispute must be submitted within thirty (30) days after the latest of: (a) the Campaign ending or being terminated; (b) the applicable payment becoming due; or (c) the Creator's last substantive written communication with the Client concerning the unpaid amount. An untimely claim is not covered by the guarantee except where SideShift agrees otherwise or applicable law requires.

C8.3 Evidence and Review. The Creator must identify the unpaid amount and provide requested evidence. SideShift may review the CPA, Deliverables, Campaign settings, analytics, communications, approvals, posting history, and other records for up to ten (10) business days after receiving a complete claim. The Client and Creator must cooperate.

C8.4 Determination and Payment. If SideShift determines that the Creator completed the requirements and the amount is eligible, SideShift will arrange payment of the eligible amount and may charge or recover that amount from the Client. SideShift's determination controls administration of the payment through the Services but does not prevent formal remedies under Section 20.

C8.5 Exclusions. The guarantee does not cover off-platform work or agreements, amounts not documented in a CPA or SideShift settings, untimely claims, incomplete or rejected work, unclosed performance windows, non-qualifying metrics, fraudulent or manipulated activity, identity or account violations, content removed in breach, taxes or lawful withholding, amounts already paid, or amounts determined against the Creator after review.

C8.6 Fraud and Extended Holds. The ordinary ten-business-day review does not limit SideShift's ability to impose a longer fraud or compliance hold under Section C9 where warranted.

C9. Payment Holds, Reversals, Offset, and Forfeiture

C9.1 Fraud and Compliance Holds. SideShift may delay, withhold, suspend, offset, or reverse a payout for up to one hundred eighty (180) days where it reasonably suspects fraud, identity misrepresentation, account sharing, payment abuse, artificial engagement, invalid traffic, circumvention, infringement, unlawful conduct, misuse, or another material violation; where a payment is subject to reversal or chargeback risk; or where requested by a payment provider, bank, social platform, or governmental authority.

C9.2 Extended Proceedings. SideShift may extend a hold beyond 180 days to the extent reasonably necessary to comply with law or complete an active processor, card-network, bank, law-enforcement, litigation, arbitration, tax, or chargeback proceeding.

C9.3 Ineligible or Recoverable Amounts. SideShift may withhold, reverse, offset, or deem ineligible an amount that: (a) was obtained through fraud, impersonation, artificial engagement, invalid traffic, duplicate accounts, stolen payment methods, or materially false information; (b) relates to Deliverables not completed or not compliant with the CPA; (c) relates to content voluntarily removed or restricted during the required availability period; (d) was paid in error or is a duplicate or overpayment;

(e) is subject to a refund, reversal, chargeback, legal restraint, or processor instruction; (f) is necessary to compensate losses caused by the Creator's breach; or (g) is otherwise required or permitted by law.

C9.4 Cross-Campaign Offset. SideShift may apply amounts otherwise payable to the Creator against amounts the Creator owes SideShift arising from any Campaign or account, including overpayments, duplicate payments, chargebacks, refunds, fraud losses, and damages reasonably connected to the Creator's conduct.

C9.5 Proportionality. Except during an active investigation, any final forfeiture will be limited to amounts reasonably connected to the violation, resulting losses, affected Deliverables, or unpaid obligations. Nothing requires SideShift to release funds while material risk remains unresolved.

C10. Payout Verification and Taxes

C10.1 Payment Provider Onboarding. Payouts are processed through Whop or another provider designated by SideShift. The Creator must complete required identity verification, sanctions screening, payout setup, and tax onboarding through the provider and keep payout information accurate.

C10.2 No Complete Payment Credentials. SideShift does not store complete bank-account or payment-card numbers. SideShift may receive payout status, verification status, transaction identifiers, last-four information, tax status, and other records needed to administer payments, fraud, and disputes.

C10.3 Taxes. The Creator is responsible for all taxes arising from Creator compensation. SideShift, Whop, another provider, or an applicable paying entity may collect tax information, issue tax forms, or withhold amounts where required by law. The Creator must not provide false tax information and should consult an independent tax advisor.

C11. Content Ownership, Usage Rights, and Portfolio Rights

C11.1 Creator Ownership. Unless the CPA expressly assigns ownership, the Creator retains ownership of original Deliverables, subject to the licenses and rights granted in the CPA and these Terms.

C11.2 Default License. Unless the CPA expressly narrows the rights, the Creator grants the Client and SideShift the default rights described in Section B10, including perpetual organic and paid-media use, editing, derivative works, Spark Ads, Meta partnership ads, and use of the Creator's name, image, voice, likeness, and handle. The full license becomes irrevocable upon payment of the applicable compensation or when eligible compensation becomes finally due under the Creator Payment Guarantee.

C11.3 Campaign Modifications. A negotiated CPA term controls. For example, an express ninety-day usage period overrides the perpetual default for that Campaign. The Creator is responsible for reviewing and negotiating any desired limitation before acceptance.

C11.4 Raw Files. The Creator must provide raw footage or project files only if expressly required by the CPA or Deliverable requirements.

C11.5 Portfolio Use. After a Deliverable is publicly released, the Creator may ordinarily display it in a personal portfolio and identify the factual collaboration, unless the CPA, a confidentiality obligation, an exclusivity restriction, or a written Client instruction expressly prohibits or delays portfolio use.

C11.6 Moral Rights. To the extent permitted by law and necessary for the licensed uses, the Creator waives and agrees not to assert moral rights, rights of integrity, or similar rights in the Deliverables, except to the extent a CPA expressly preserves them.

C12. Endorsements and Third-Party Rights

C12.1 Honest Endorsements. The Creator must express honest opinions and actual experiences and must not make a claim the Creator knows or should know is false, misleading, or unsupported. The Creator must clearly and conspicuously disclose material connections as required by law, the Campaign brief, and platform tools.

C12.2 Third-Party Materials. The Creator may not include unlicensed music, footage, photographs, fonts, trademarks, locations, private information, or another person's name, image, voice, or likeness. The Creator must obtain necessary releases and permissions for independently selected materials and participants.

C12.3 Client-Supplied Claims. The Creator may reasonably rely on Client-supplied product facts and approved scripts unless they are facially unlawful, obviously false, or inconsistent with the Creator's actual experience. The Creator must notify SideShift of a concerning instruction and may not knowingly publish unlawful content.

C12.4 Takedown and Correction. The Creator must reasonably cooperate with a SideShift or Client request to correct, disclose, edit, pause, or remove content for legal, compliance, safety, or brand-protection reasons. Such a request does not automatically eliminate compensation already earned unless the issue resulted from the Creator's breach.

C13. Creator Non-Circumvention

The non-circumvention restrictions and remedies in Section B14 apply equally to Creators. A Creator may not accept or solicit off-platform contracts or payment for SideShift-sourced work, including through an agency, affiliate, competing platform, alternate account, or other intermediary, without SideShift's prior written approval. A violation may result in suspension, termination, offset, liquidated damages, and injunctive relief.

C14. Suspension, Termination, and Accrued Compensation

C14.1 Immediate Suspension. SideShift may immediately suspend a Creator for fraud, identity or location misrepresentation, AI-avatar use, account sharing, payment abuse, artificial engagement, invalid traffic, harassment, illegal content, circumvention, security risk, repeated Campaign violations, or failure to cooperate with verification or investigation.

C14.2 Ordinary Cure. For a remediable, non-material violation, SideShift may provide a forty-eight (48) hour opportunity to cure in its discretion. Failure to cure may result in termination.

C14.3 Accrued Compensation. A suspended or terminated Creator remains eligible for compensation properly accrued through the suspension date, subject to completion requirements, prorated termination terms, dispute review, fraud holds, offsets, reversals, early-removal remedies, and other payment conditions.

C14.4 No Future Work or Access. Suspension or termination ends any right to new Campaigns and may immediately end platform access. SideShift may notify affected Clients, archive or reassign incomplete engagements, preserve relevant records, and prevent the Creator from creating another account.

PART IV - API AND DEVELOPER TERMS

This Part IV applies whenever you access or use any API Services, develop or operate a Developer Application, register an OAuth client, create or use API Credentials, connect an MCP client, receive webhooks, or access API Data. It supplements Part I and, where applicable, Parts II and III.

D1. Applicability and Acceptance

D1.1 Binding API Terms. You agree to this Part IV when you first create, receive, or use API Credentials; register or operate a Developer Application; authorize an OAuth connection; connect an MCP client; make an API request; receive a webhook; access a sandbox; or otherwise use API Services. If you act for an entity, you represent that you have authority to bind that entity, and the entity is responsible for your acts and omissions.

D1.2 Documentation Incorporated. The Documentation is incorporated into these Terms for the applicable API Service. You must use API Services only through documented interfaces, credentials, scopes, methods, and endpoints and in accordance with operational, security, and usage requirements stated in the Documentation.

D1.3 No Implied Access. Account creation, access to Documentation, receipt of test credentials, or availability of a technical endpoint does not create a right to use an API Service in production or beyond the access SideShift has expressly enabled.

D2. API Products and Access Conditions

D2.1 Platform API. The SideShift Platform API, sometimes referred to as the regular API, permits authorized programmatic access to SideShift campaign, creator, contract, content, analytics, payment, messaging, company, and related platform functionality. Availability may depend on an active SideShift subscription, approved scopes, account permissions, plan limits, and the Documentation.

D2.2 SideShift Connect. SideShift Connect is the SideShift payments API and related hosted or embedded payment functionality. Production use of SideShift Connect requires a separate written master services agreement, order form, or other Additional Agreement executed or approved by SideShift. Sandbox or test access does not authorize production transactions.

D2.3 Scraper API. The Scraper API provides authorized access to certain public or otherwise lawfully available third-party social-platform profiles, posts, metrics, audience information, and related data. Use of the Scraper API requires a separate written master services agreement, order form, or other Additional Agreement executed or approved by SideShift.

D2.4 MCP. SideShift's Model Context Protocol services ("MCP") allow compatible AI clients and agents to access approved Platform API capabilities using the permissions and scopes granted by an authorized SideShift user. MCP availability may depend on an active subscription, account permissions, client compatibility, and the Documentation.

D2.5 Product Separation. API products may use different credentials, base paths, scopes, security controls, usage limits, and approval requirements. Credentials issued for one API product may not be used or tested against another product unless the Documentation expressly permits it.

D3. Limited API License and Permitted Use

D3.1 License. During your authorized access and subject to these Terms, the Documentation, and any applicable Additional Agreement, SideShift grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the approved API Services and Documentation solely to develop, test, operate, and support the approved Developer Application or internal business workflow.

D3.2 End-User Functionality. You may allow End Users to interact with approved functionality through your Developer Application only where SideShift has authorized that use, including through OAuth consent, MCP authorization, SideShift Connect, or an Additional Agreement. You may not provide End Users direct access to API Credentials or raw API Services.

D3.3 Reservation of Rights. SideShift and its licensors retain all rights in the API Services, Documentation, SideShift Content, schemas, interfaces, methods, software, and related technology. No right is granted except the limited license expressly stated in these Terms or an Additional Agreement.

D4. Credentials, OAuth, Consent, and Authorization

D4.1 Credential Security. You must keep API Credentials confidential and use reasonable administrative, technical, and physical safeguards, including least-privilege access, secure server-side storage, appropriate secret management, access logging, and prompt rotation or revocation when compromise or personnel changes are suspected. You may not place secret credentials in

public repositories, client-side code, mobile applications, browser code, logs, support tickets, or other locations accessible to unauthorized persons.

D4.2 Responsibility for Requests. You are responsible for every request, instruction, transfer, action, and charge made using your API Credentials or through your Developer Application, including activity by employees, contractors, systems, agents, and End Users, except to the extent directly caused by SideShift after receiving actual notice of credential compromise.

D4.3 OAuth. A Developer Application connecting another SideShift company must use SideShift's authorized OAuth flow and request only the scopes reasonably necessary for the disclosed functionality. You may not misstate the identity or purpose of an application, bypass or obscure SideShift's consent screen, collect SideShift passwords, reuse authorization codes, interfere with revocation, or access a company after authorization ends.

D4.4 Consent and Authority. You must obtain and maintain every authorization, consent, notice, and permission required for your Developer Application and intended processing. A user's authorization does not permit access beyond that user's actual authority, approved company tenant, granted scopes, or applicable law.

D4.5 SideShift Reliance. SideShift may treat a request authenticated by valid API Credentials as authorized and may act on it without further verification. SideShift may require reauthentication, user confirmation, credential rotation, reverification, or additional approval for sensitive actions.

D5. Developer Applications, End Users, and Responsibility

D5.1 Your Application. You are solely responsible for the design, development, hosting, operation, maintenance, security, accessibility, legality, accuracy, and support of your Developer Application and for all content, instructions, decisions, and representations made through it.

D5.2 End-User Terms and Disclosures. You must provide End Users clear and accurate terms, privacy disclosures, support information, and legally required notices. You must not state or imply that SideShift sponsors, endorses, certifies, or is responsible for your Developer Application unless SideShift expressly agrees in writing.

D5.3 Support and Records. Unless an Additional Agreement states otherwise, you are responsible for first-line support to your End Users and must maintain records reasonably sufficient to demonstrate authorization, requests, actions, notices, consents, and compliance. You must reasonably cooperate with SideShift investigations involving suspected misuse, security incidents, payment disputes, or legal requirements.

D5.4 Personnel and Contractors. You are responsible for personnel, contractors, vendors, AI providers, and subprocessors that access API Services or API Data on your behalf and must bind them to confidentiality, security, privacy, and use restrictions at least as protective as those applicable to you.

D6. Security and Incident Response

D6.1 Security Program. You must maintain safeguards appropriate to the nature and sensitivity of API Data and the risks of your Developer Application, including access controls, encryption in transit, secure credential storage, vulnerability management, logging, monitoring, incident response, and timely removal of access for personnel who no longer require it.

D6.2 Security Incident Notice. You must notify SideShift at support@sideshift.app promptly, and in any event within twenty-four (24) hours after discovery, of actual or reasonably suspected unauthorized access to API Services, API Credentials, API Data, SideShift accounts, or systems used to connect to SideShift. You must promptly contain and remediate the incident, preserve relevant evidence, provide information reasonably requested by SideShift, and not make a public statement identifying SideShift without prior consultation unless legally required.

D6.3 Testing Restrictions. You may not perform penetration testing, vulnerability scanning, load testing, security research, or other testing against SideShift systems without SideShift's prior written authorization and compliance with any testing conditions SideShift provides. You must report suspected vulnerabilities privately and must not exploit, retain, or disclose data obtained through a vulnerability.

D7. API Data, Privacy, and Retention

D7.1 Permitted Processing. You may access, use, copy, store, and disclose API Data only as necessary for the authorized purpose, within the approved scopes and Documentation, and in compliance with these Terms, your End-User disclosures, applicable law, and any Additional Agreement.

D7.2 Data Minimization and Retention. You must request and retain only API Data reasonably necessary for the authorized purpose. When access, authorization, or the applicable purpose ends, you must stop collection and securely delete or de-identify

API Data within a commercially reasonable period, except to the extent retention is required by law or expressly permitted by an Additional Agreement. You must honor applicable deletion, correction, access, and revocation requests.

D7.3 Personal Information. You are independently responsible for determining and documenting the lawful basis for your processing of personal information obtained through API Services and for complying with applicable privacy, consumer-protection, marketing, employment, biometric, and data-security laws. Where SideShift requires a data processing addendum or other data-protection agreement, you may not process covered personal information until that agreement is effective.

D7.4 Sensitive Data. You may not use API Services to request, infer, create, or process government identification numbers, complete payment credentials, health information, precise geolocation, biometric identifiers, information about minors, or other sensitive personal information unless the specific API Service and an Additional Agreement expressly authorize that processing.

D7.5 No General-Purpose Model Training. You may not use API Data, SideShift Content, Creator information, confidential information, or output derived from API Services to train, fine-tune, evaluate, ground, or improve a general-purpose artificial-intelligence or machine-learning model, or permit a third party to do so, without SideShift's prior written authorization. This restriction does not prohibit transient processing strictly necessary to provide an authorized feature where the provider is contractually prohibited from retaining the data for model training.

D8. API Restrictions

You may not, and may not permit another person to:

- Share, sell, lease, transfer, publish, expose, or sublicense API Credentials, or use multiple credentials, accounts, tenants, or intermediaries to evade scopes, quotas, rate limits, restrictions, billing controls, or enforcement;
- Access undocumented or unauthorized endpoints, fields, tenants, accounts, records, tools, or data, or attempt to expand privileges, impersonate a user, defeat authentication, or interfere with consent and revocation;
- Scrape, crawl, harvest, index, mirror, or bulk-export SideShift or Creator data except through an authorized API Service and only within its permitted purpose and limits;
- Create or enrich a competing creator marketplace, recruiting database, payment service, social-data product, or substantially similar commercial dataset using API Data or SideShift Content without SideShift's prior written authorization;
- Sell, broker, license, publish, or disclose API Data as a standalone product or dataset, or combine it with other data to re-identify a person, infer sensitive traits, facilitate surveillance, or make unlawful eligibility, employment, housing, credit, insurance, or similar high-impact decisions;
- Send spam, mass solicitations, unlawful marketing, harassment, or deceptive communications; facilitate circumvention of SideShift fees, contracts, payment controls, or user relationships; or use Creator contact information outside an authorized SideShift engagement;
- Upload malware, generate abusive or excessive traffic, interfere with service operation, probe another tenant, reverse engineer non-public functionality, benchmark for competitive replication, or conceal the source or destination of requests;
- Use API Services or API Data in violation of law, third-party rights, social-platform rules, sanctions, export controls, payment-network rules, or an applicable Additional Agreement; or
- Misrepresent API Data, remove attribution or proprietary notices, or present stale, estimated, inferred, or automated output as verified fact where doing so could materially mislead a user.

D9. Documentation, Rate Limits, Changes, and Deprecation

D9.1 Documentation and Technical Requirements. You must follow current Documentation, including required headers, scopes, pagination, idempotency, webhook verification, domain allowlisting, sandbox restrictions, and security requirements. Examples and schemas are illustrative and may not reflect every validation rule or edge case.

D9.2 Rate Limits and Usage Controls. SideShift may establish or change quotas, concurrency limits, credits, request limits, response limits, payload limits, retention limits, and other technical controls. You may not circumvent them. SideShift may throttle, reject, delay, queue, or block requests that exceed limits, threaten service integrity, create unusual cost or risk, or violate these Terms.

D9.3 Changes and Deprecation. SideShift may add, modify, replace, version, deprecate, or discontinue API Services, endpoints, fields, schemas, scopes, authentication methods, responses, or Documentation. SideShift will use commercially reasonable efforts to provide notice of material breaking changes when practical, but may act immediately for security, legal, fraud, third-party-platform, or operational reasons.

D9.4 No Reliance on Legacy or Undocumented Features. Deprecated, legacy, beta, preview, test, sandbox, and undocumented functionality may be changed or withdrawn without support. You are responsible for monitoring notices and maintaining compatibility with supported versions.

D10. Platform API

D10.1 Company API Keys. A scoped Platform API key may be used only for the company tenant to which it is issued and only by trusted server-side systems under that company's control. The company administrator is responsible for selecting scopes, restricting access, reviewing usage, and revoking keys that are no longer required.

D10.2 OAuth Applications. A Developer Application connecting SideShift companies through OAuth must accurately identify itself, use approved redirect locations, maintain an accessible privacy policy and support contact, request minimum necessary scopes, and provide a reasonable method for users to disconnect or revoke access.

D10.3 Actions and Legal Effect. Platform API actions may create, modify, send, approve, reject, archive, cancel, or delete Campaigns, contracts, messages, content, payment instructions, and other records. An authenticated API action has the same effect as the corresponding authorized action through the SideShift interface. You are responsible for validating inputs, tenant context, permissions, and consequences before submitting an action.

D10.4 Sensitive Operations and Sandbox. SideShift may block, limit, or require additional confirmation for money movement, external communications, contract changes, destructive actions, live scraping, or other sensitive operations. Test or sandbox credentials may not initiate real payments, bind real parties, send live communications, or create other external effects except where the Documentation expressly states otherwise.

D11. SideShift Connect

D11.1 Separate Agreement Required. SideShift Connect production access and commercial use require an effective Additional Agreement with SideShift. That agreement may define approved use cases, payment flows, services, responsibilities, limits, data-processing terms, and other requirements. No production right arises from these Terms alone.

D11.2 Payment Infrastructure Role. Unless an Additional Agreement expressly states otherwise, SideShift provides technology and administrative access to third-party payment, banking, identity-verification, and compliance providers. SideShift is not a bank, fiduciary, trustee, escrow agent, financial adviser, guarantor, or insurer, and does not guarantee that a transaction, account, payout method, or user will be approved, available, or uninterrupted.

D11.3 End Users and Verification. You must provide accurate End-User information and obtain authority to create accounts, initiate transfers, display hosted components, and submit instructions. End Users may be required to accept additional terms and complete identity, business, sanctions, tax, payment, or compliance verification. SideShift and its providers may reject, hold, reverse, limit, or suspend activity where required for fraud prevention, risk management, provider rules, legal compliance, disputes, chargebacks, or suspected misuse.

D11.4 Payment Instructions. You are responsible for the accuracy, authorization, purpose, recipient, amount, and timing of every payment instruction submitted through your integration. You must implement safeguards against duplicate, unauthorized, mistaken, self-dealing, fraudulent, or non-bona-fide transactions, including idempotency and appropriate user confirmation. SideShift may rely on authenticated instructions and is not responsible for losses caused by inaccurate or unauthorized instructions attributable to you or your End Users.

D11.5 Embedded Components. You may display SideShift-hosted Connect components only on approved domains, without obscuring required disclosures, security indicators, consents, or provider terms. You may not frame, modify, intercept, imitate, or misrepresent a hosted component or collect information that the component is designed to transmit directly to SideShift or its providers.

D11.6 Sandbox. Sandbox balances, accounts, transfers, events, and verification results are simulated, have no monetary value, and may be reset or removed at any time. Sandbox behavior does not guarantee production approval or identical provider behavior.

D12. Scraper API

D12.1 Separate Agreement Required. Access to and use of the Scraper API require an effective Additional Agreement with SideShift. That agreement may define approved purposes, supported platforms, access levels, limits, data rights, and data-protection obligations. No production right arises from these Terms alone.

D12.2 Authorized Data Collection. You may request Scraper API data only for lawful purposes and only where you have a lawful basis and all permissions required for collection and use. You may not use the Scraper API to access private, restricted, deleted, age-gated, login-protected, or otherwise non-public content; circumvent privacy or access controls; target minors; stalk, harass, discriminate against, or surveil individuals; or violate third-party-platform rules.

D12.3 Third-Party Content. Social-platform content and metrics remain subject to the rights of their owners and applicable platform rules. Scraper API access does not transfer ownership, grant intellectual-property or publicity rights, or provide

permission to republish, contact, advertise to, or commercially exploit a person or content. You are responsible for securing all rights necessary for your downstream use.

D12.4 Data Quality and Removal. Scraper API results may be delayed, incomplete, unavailable, duplicated, estimated, reformatted, or inaccurate because of third-party changes, privacy settings, deletions, outages, anti-automation controls, or other causes. You must maintain reasonable processes to correct or delete data when required and must not continue distributing data you know has been unlawfully obtained or must be removed.

D12.5 No Source Circumvention. You may not use Scraper API responses, identifiers, technical metadata, or errors to discover, replicate, bypass, or interfere with SideShift's data sources, vendors, infrastructure, collection methods, or commercial relationships.

D13. Model Context Protocol

D13.1 Delegated Access. MCP allows an authorized user to delegate approved Platform API capabilities to a compatible AI client or agent. MCP does not expand the user's SideShift permissions, company access, or granted scopes. Every MCP tool call and resulting action is treated as an instruction from the authorizing user and company.

D13.2 User Review and Control. AI-generated plans, parameters, summaries, recommendations, and tool selections may be incomplete, inaccurate, or unintended. You must apply appropriate human review before actions that create or modify contracts, move funds, send messages, publish content, delete records, change access, or otherwise create material legal, financial, reputational, or operational consequences. You may not configure an agent to evade SideShift confirmations, scope limits, safeguards, or audit controls.

D13.3 Third-Party AI Clients. An MCP client, model provider, hosting provider, or agent framework is a third-party service. Information made available through MCP may be transmitted to or processed by that provider under its terms and privacy practices. You are responsible for selecting providers, configuring retention and training settings, obtaining required approvals, and ensuring the provider does not use SideShift or API Data for unauthorized model training or other prohibited purposes.

D13.4 No Professional Advice or Guaranteed Outcome. MCP output is not legal, financial, tax, employment, compliance, or other professional advice. SideShift does not guarantee that an AI client will correctly interpret instructions, select tools, preserve context, or achieve an intended result.

D14. Webhooks, Idempotency, and Automated Actions

D14.1 Webhook Security. You must use HTTPS endpoints, verify webhook signatures where provided, keep signing secrets confidential, validate timestamps and event identifiers, and protect endpoints against replay, spoofing, injection, and denial-of-service attacks.

D14.2 Delivery. Webhooks may be delayed, duplicated, reordered, retried, or not delivered. You must design handlers to be idempotent, return appropriate status codes, tolerate retries and out-of-order events, and reconcile material state through an authenticated API request where appropriate. A webhook alone should not be the sole control for a legally required deadline or irreversible action.

D14.3 Automated Actions. You are responsible for testing and monitoring automations, maintaining reasonable limits and approval controls, handling partial failures, and preventing loops, duplicate actions, unintended communications, and erroneous transfers. You must promptly disable an automation that behaves unexpectedly or creates risk.

D15. Third-Party Platforms and Data

D15.1 Dependencies. API Services may depend on social networks, payment processors, banks, identity-verification providers, AI providers, cloud services, and other third parties. SideShift does not control and is not responsible for their availability, policies, data, decisions, fees, restrictions, delays, errors, or security incidents.

D15.2 Third-Party Terms. Your use of third-party accounts, data, content, payment methods, and services must comply with the applicable provider's terms and policies. SideShift may limit or suspend an integration or remove data if required by a provider, rights holder, law, court order, or governmental authority.

D15.3 No Endorsement. References, links, compatibility, integrations, or availability through API Services do not constitute SideShift endorsement or a warranty regarding any third party, platform, model, data source, application, or service.

D16. Suspension, Revocation, and Termination

D16.1 Suspension. SideShift may immediately throttle, restrict, rotate, revoke, or suspend API Credentials, an OAuth client, MCP access, webhooks, a Developer Application, or an API Service where SideShift reasonably believes activity presents fraud,

security, privacy, payment, legal, operational, reputational, third-party-platform, or service-integrity risk; violates these Terms, Documentation, or an Additional Agreement; or creates unusual traffic, cost, or harm.

D16.2 Remediation. SideShift may require you to stop processing, rotate credentials, modify or disable functionality, notify affected persons, delete API Data, provide logs or records, complete verification, or implement corrective controls as a condition of continued access.

D16.3 Effect of Termination. When API access or an applicable authorization ends, you must immediately stop requests, disable affected functionality, revoke or destroy credentials, and stop representing that your Developer Application is connected to SideShift. Data deletion, payment, confidentiality, security, cooperation, and other surviving obligations remain effective.

D17. API Disclaimers and No Service Level Commitment

D17.1 As-Is API Services. Without limiting Section 17, API Services, Documentation, sandbox environments, webhooks, API Data, MCP output, third-party data, and all related functionality are provided "as is" and "as available." SideShift does not warrant uninterrupted availability, continued support for an endpoint or field, delivery of an event, data completeness or accuracy, compatibility with a Developer Application, or approval by a third-party platform or provider.

D17.2 No Service Level Commitment. These Terms do not create any service level, uptime, support-response, maintenance-window, data-refresh, recovery, or business-continuity commitment. Any such commitment must be expressly stated in an Additional Agreement.

D17.3 Development and Operational Risk. You are responsible for backups, fallbacks, validation, monitoring, testing, error handling, user communications, and continuity arrangements appropriate to your Developer Application. You must not rely on API Services as the sole means to prevent death, bodily injury, unlawful payment, loss of legal rights, or other critical harm.

D18. Indemnification, Survival, and Order of Precedence

D18.1 API Indemnity. Without limiting Section 19, you will defend, indemnify, and hold harmless SideShift and its affiliates, personnel, providers, and licensors from claims, investigations, losses, fines, penalties, chargebacks, damages, and reasonable attorneys' fees arising from or relating to your Developer Application; End Users; API requests or payment instructions; processing, disclosure, or misuse of API Data; violation of third-party-platform terms or rights; security incidents attributable to you; or breach of this Part IV or an applicable Additional Agreement, except to the extent caused by SideShift's gross negligence or willful misconduct where that exclusion is prohibited by law.

D18.2 Survival. Restrictions on data use, confidentiality, security-incident cooperation, deletion, payment, intellectual property, indemnification, disclaimers, limitations of liability, dispute resolution, and provisions that by their nature should survive remain effective after API access ends.

D18.3 Order of Precedence. For SideShift Connect and the Scraper API, the applicable signed master services agreement or order form controls over this Part IV solely to the extent of an express conflict concerning that API product. A data processing addendum controls solely with respect to the processing of personal information within its scope. The Documentation controls technical implementation details but does not override these Terms or an Additional Agreement. In all other respects, these Terms remain effective.

PART V - CONTACT AND ACCEPTANCE

Contact Information

Questions, legal notices, billing disputes, Creator payment claims, and other communications regarding these Terms may be sent to:

SideShift Corporation
Attn: Canyon Pergande
111 Broadway, Suite 503
New York, NY 10006
United States
support@sideshift.app
(+1) 612-401-4084

Electronic Acceptance

By clicking to accept, signing electronically, creating or using an account after these Terms become effective, enrolling in a subscription or free trial, funding a Wallet, creating or using API Credentials, registering an OAuth application, authorizing or connecting an MCP client, making an API request, receiving a webhook, or accepting a Campaign Participation Agreement, you acknowledge that you have read, understood, and agreed to these Terms, including the API and developer terms, automatic-renewal terms, arbitration agreement, and class-action waiver.