

Minds Pro Terms of Service

If you have been invited to or joined Minds Pro ("The Program"), and your participation in The Program has not been terminated, then the following terms shall apply.

1. By participating in The Program you agree to become bound by the terms and conditions herein ("This Agreement"). If you do not agree to all of the terms and conditions herein you may not participate in The Program and are not eligible to receive The Program services (including, but not limited to, payments). To the extent that This Agreement is considered an offer on behalf of Minds Inc., acceptance of such offer is expressly limited to these terms. Any defined terms that are not defined in this Agreement shall have the meaning set forth in the [Minds Terms of Service](#).
 - a. You will comply with all of the terms and conditions contained in This Agreement, the Minds Terms of Service (located at <https://www.minds.com/p/terms>), and all other operating rules, policies, and procedures that may be published by Minds.
 - b. You will disclose to Minds any paid products or services you intend to use to refer any users or customers to Minds and obtain Minds' prior written consent before using any such paid products or services.
 - c. You are not authorized to act as an agent of Minds and shall not represent that you are so authorized. You are not and shall not hold yourself out to be an employee of Minds.
 - d. You may not factually misrepresent Minds, the Minds Network, or The Program including, but not limited to, the Minds services, products, and related terms and conditions.
 - e. You may not send traffic to the Minds Network (including your Assets on the Minds Network, as defined below) that has been generated by offering incentives in any form or traffic that has been generated via any illegal or automated method, including but not limited to: zero pixel frames, hitbots, clickbots, spiders, cgi-scripts, DNS hacking, spoofing or pharming.
 - f. You hereby consent to the use of your name, likeness, blog name, and any associated content or logos by Minds in connection with advertisements, articles, and other similar communications conducted by Minds relating to The Program.
 - g. If you reside in the United States, you must provide a tax ID if requested by Minds.
2. Subject to the terms of This Agreement, and provided that you are currently opted in to The Program:
 - a. Minds will pay you 25% of the payments actually received by Minds from Users who you Referred to the Minds Network and who purchase Minds Tokens or subscriptions to Minds Pro, excluding chargebacks, returns, payment processing fees, and any applicable taxes. You are considered to have "Referred" a User only if that User created an account on the Minds Network: (i) through a hyperlink that contains a referral code associated

with your Minds account, or (ii) through a hyperlink to one of your Assets, in each case as determined solely by Minds.

- b. Minds also will pay you \$0.10 USD for every Active User you Referred to the Minds Network. An "Active User" is a User who logs in to his/her Minds Network account at least 3 of the first 7 consecutive days after registering for a Minds Network account.
- c. Minds will pay you \$1.00 USD for every 1,000 pageviews registered by Minds on any of your Assets. Once your Assets have registered an aggregate total of 100,000 pageviews during a 30 day period, Minds will thereafter pay you \$5.00 USD per 1,000 pageviews for the remainder of that 30 day period. Once your Assets have registered an aggregate total of 1,000,000 pageviews during a 30 day period, Minds will thereafter pay you \$1.00 USD per 1,000 pageviews for the remainder of that 30 day period. Your "Assets" are the channel page, native videos, native images, status posts, blogs and groups created by you under your User account on the Minds Network. For a pageview to register, a User must visit the page on the Minds network where your Assets are hosted. No pageview is registered if a User scrolls past any content you have posted on the Minds Network in a newsfeed, discovery feed, or other webpage other than the page on the Minds Network where the Assets are hosted.
- d. Minds will issue payments owed to you hereunder approximately 30 days following the end of each month in which the applicable payment(s) are received by Minds and only if the balance owed to you exceeds \$100. All payments and amounts calculated hereunder shall be in United States dollars.
- e. All participants in The Program are required to adhere to the **Company Influencer Code of Conduct** set forth in **Exhibit A**.
- f. Minds reserves the right to change the rate, percentage, or overall amount that is paid out for all or any portion of The Program at any time, for any reason. Minds also reserves the right to discontinue payments for all or any portion of The Program at any time.
- g. The pageviews on your Assets and the calculation of any amounts owed to you as a result generated by Minds will be determined solely by Minds based on its internal metrics. Pageviews that are deemed invalid by Minds' internal filtering system will be disregarded and no payment will be made to you for disregarded pageviews. Invalid visits may include those: (i) generated by automated crawlers, robots or click generating scripts; (ii) multiple visits on the same redirect URL; or (iii) that Minds receives and rejects for a valid business purpose.
- h. All payments will be issued through a transaction medium determined by Minds in its sole discretion. You must conform with Minds chosen payment method(s) and any associated terms and conditions in order to be entitled to payment hereunder. Minds shall have no obligation to make any payment under this paragraph until the outstanding amount owed to you exceeds \$100 USD. Your rights to The Program payments that remain unclaimed or undeliverable for a period of one year or more may, in Minds sole discretion, be forfeit.
- i. If you wish to discontinue your participation in The Program, you may do so in the Minds.com settings page of your participating account. Minds will distribute any

remaining earnings to discontinued The Program participants only if the amount exceeds \$100 USD.

- j. By agreeing to This Agreement, you acknowledge the possibility of chargebacks due to fraudulent payments and refunds. In the event of a chargeback or refund, Minds reserves the right to deduct from future payments or require repayment of any payout related to the disputed or refunded transaction.
- k. Minds, in its sole discretion, may terminate your participation in The Program at any time, with or without cause, with or without notice, effective immediately. If Minds terminates your participation in The Program due to your breach of This Agreement or other misconduct, no further payments will be made to you, regardless of the amount you have earned.
- l. This Agreement is subject to change by Minds. Minds will take steps to notify you of changes via the Minds.com website or email. You are responsible for maintaining awareness and compliance with all future changes to This Agreement. If you do not agree to be bound by revised terms you must discontinue your participation in The Program immediately.
- m. The Minds services are provided “as is”. Minds and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Minds nor its suppliers and licensors, makes any warranty that its services will be error free.
- n. You represent and warrant that your participation in The Program will be in strict accordance with all applicable laws and regulations.
- o. You agree to indemnify and hold harmless Minds, its contractors, and its licensors, and each of their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your participation in The Program including but not limited to your violation of this Agreement.
- p. If you choose to receive payments in connection with The Program in United States Dollars (“USD”), your Assets must respect and abide by the terms of the [Stripe Services Agreement](#) and must not be marked on the Minds Network as “NSFW”. Failure to comply with the Stripe Services Agreement may result in loss or ban of USD monetization privileges. If your Assets are marked as “NSFW” or if you do not agree to comply with the Stripe Services Agreement, you may elect to receive payments under The Program in Bitcoin, Ether or Minds Tokens, based on its then-current fair market value.

This Agreement constitutes the entire agreement between Minds and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Minds, or by the posting by Minds of a revised version. Except to the extent applicable law, if any, provides otherwise, This Agreement and/or your participation in The Program shall be governed by the laws of the state of Connecticut, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any

competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Hartford, Connecticut, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under This Agreement without Minds' prior written consent; Minds may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Exhibit A
Company Influencer Code of Conduct

This Code of Conduct applies to all individuals and businesses that engage in promotional activities on behalf of Minds, Inc. (“**The Company**”) or otherwise have a material connection to Company or its parents, subsidiaries, or affiliates, including but not limited to employees, agents, influencers, bloggers, endorsers, and brand ambassadors, whether they are engaged by Company directly or indirectly through an agency (“**Influencers**” or “**you**”). As an Influencer, you must clearly and prominently disclose your relationship with the Company in close proximity to any statements or posts published by you that promote Minds. Your disclosure obligations apply regardless of where you post any content promoting The Company, including but not limited to personal blogs, websites, social network pages or posts, and other media.

1. Requirements, Restrictions, and Other Obligations Regarding the Services.
 - a. **In General.** Influencer will comply with the terms of The Agreement and all applicable laws, rules and regulations, including but not limited to the [Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising](#).
 - b. **Prohibition on Certain Communications Regarding Tokens.** The Minds Tokens are non-financial utility tokens designed for obtaining advertising impressions, premium services, and subscriptions through the Minds Network. Consistent with the status of Minds Tokens as a non-financial utility token, **you must not engage in any messaging or communications that, in Company's sole discretion, tend to (1) encourage the mistaken impression that Minds Token should be viewed as an investment or virtual currency; or (2) encourage speculation on the potential market value of Minds Token, including any statements that Minds Tokens may generate profits.** Examples of communications in that are prohibited under this paragraph include content or statements regarding:
 - i. The price of the Minds Token
 - ii. The exchange rate between Minds Token and other crypto-assets or fiat currencies
 - iii. The relationship between Company's development efforts and the value of Minds Token
 - iv. The attractiveness of Minds Token as part of a portfolio
 - v. The returns that Minds Token holders may have realized through purchase and sale of the Minds Token
 - c. **Prohibition on Illegal and Abusive Communications.** The Company expects Influencers to represent the Company in a positive or neutral manner. You therefore must not engage in any messaging or communications while engaging in promotional activities on behalf of Minds that, in Company's sole discretion, constitutes illegal or abusive behavior, including but not limited to any content that: (i) is defamatory, libelous, abusive, tortious or unlawful content; (ii) harasses, threatens or that is likely to do any of the foregoing to any person or group of the people; (iii) promotes unlawful acts towards any person, group or protected class; (iv) includes non-public information or that you do not have the right to make available under any applicable law, rule, regulation or contract, or otherwise post any content that infringes or misappropriates any third-party rights, including but not limited to intellectual property rights; (v) includes intentionally false statements or misrepresentations, including misrepresenting affiliations with any person or entity; or (vi) contains any viruses, malware, spam, junk mail, or any other forms of solicitation or destructive code.

Notwithstanding any other provision in this Agreement, if we discover that you are engaging in any communications prohibited above, you agree and acknowledge that upon notice from us: (i) This Agreement will be terminated with immediate effect, (ii) you will permanently delete all such prohibited communications, to the extent possible, (iii) you will cease and desist from making any other prohibited

communications and (iv) no further compensation will be paid to you, regardless of whether such compensation was owed to you at the time of termination.