



hotcakes Community Guidelines & Code of Conduct

hotcakes provides a forum for verified influencers, registered Shopify sellers and shoppers to transact with each other through digital pop-up shops created and managed by verified influencers on hotcakes. In creating and managing shops on hotcakes, submitting products for sale to shops, purchasing products on hotcakes or from users' shops, or using any of hotcakes' products and services, we expect our users to treat each other with respect and in accordance with the terms of these *Community Guidelines & Code of Conduct*.

Our *Community Guidelines & Code of Conduct* are intended to encourage a marketplace of trust and transparency. Failure to comply with our *Community Guidelines & Code of Conduct* will result in hotcakes taking measures to protect its marketplace community and its users, including potentially account suspension or termination, in each case as we determine in our sole and absolute discretion.

To report an offensive, obscene or illegal shop, an offensive, obscene, illegal or stolen product, or any other "bad conduct" exhibited on hotcakes, please refer to our *Terms of Use*. The matter will have our full attention and will be timely addressed.

Shops:

- Creating and managing shops on hotcakes is a privilege and not a right and is available only to influencers whom hotcakes verifies through one of several social media platforms designated on the hotcakes app.
- When creating a shop on hotcakes, clearly articulate in the "Shop Name," "Shop Description" and "Product Types" fields what types of products you seek to sell in your shop.
- When creating a shop on hotcakes, you may select a future "Open Date" to have time to promote your shop with your audience on your social media platforms and attract brands, merchants and sellers to your shop before it opens on hotcakes. Or you can simply open your shop on hotcakes immediately. It's up to you!
- You may add your own products for sale from your own shop if you have registered as a Shopify seller and connected an existing Shopify store to hotcakes.
- You may also request to sell other users' products in your shop. You may receive requests from other registered sellers to sell their products in your shop. **You are free to**

accept or decline any such requests, and sellers may similarly accept or decline any requests from you to sell their products in your shop, subject to the “Important Contract Terms” briefly summarized below. It’s a two-way street! Our mission is to help you discover and sell great products from sellers all across the globe and also expand your shop’s product offering in a way that makes you and other users happier than you were before you found hotcakes ☺

- Do not create a shop intended to bully, intimidate or harass other users or other third parties or that solicits profane, obscene, pornographic or illegal content or products from other users. Do not create a shop with stolen or illegal images or assets or with images, assets or other content that otherwise violates the terms and conditions set forth in these *Community Guidelines & Code of Conduct* or our *Terms of Use*. A shop that violates these *Community Guidelines & Code of Conduct* or our *Terms of Use* may be removed from our products at any time, and a user that creates a shop that violates these *Community Guidelines & Code of Conduct* or our *Terms of Use* may forfeit the privilege to create shops on hotcakes or use our products and services in general, in each case as we determine in our sole and absolute discretion.

Products:

- Selling products on hotcakes is a privilege and not a right and is available only to registered Shopify sellers who have a Shopify store that hotcakes verifies and that is connected to our app.
- A verified influencer on hotcakes who can create and manage a shop on hotcakes may also be a verified Shopify seller on hotcakes if they have a Shopify store that hotcakes verifies and that is connected to our app.
- You may upload your own products and sell them on hotcakes from the main “Home” hotcakes product feed. You may also request to sell your products in one or more influencer shops. You may receive requests from one or more influencers to sell your products in their shops. **You are free to accept or decline any such requests, and influencers may similarly accept or decline any requests from you to sell your products in their shops, subject to the “Important Contract Terms” briefly summarized below.** It’s a two-way street! Our mission is to help you sell more of your products by expanding your product sales channels to our app and influencer shops in a way that makes you and other users happier than you were before you found hotcakes ☺
- Although we encourage the open exchange of ideas, expressions, thoughts and content, we will not allow profanity, obscenity, pornography, hate-speech, bullying or other illegal or inappropriate conduct or content on hotcakes. Products uploaded to hotcakes that are inappropriate will be removed from our products (including influencer shops), and users that upload inappropriate content may forfeit their privilege to use our products and services in general, in each case as we determine in our sole and absolute discretion.

Important Contract Terms:

- Any sales of products on hotcakes, including from an influencer shop, are subject to our *Terms of Use*, which include the terms of hotcakes' participation and, in the case of product sales from an influencer's shop, the influencer's participation in products sold through the influencer's shop. The *Terms of Use* are a real contract for each purchase-and-sale transaction on hotcakes among hotcakes, a Shopify product seller, a shopper and, if applicable, an influencer from whose shop a Shopify seller's product is sold.
- A Shopify product seller is free to accept or decline any requests from influencers to sell their products in influencer shops, and an influencer may similarly accept or decline any requests from Shopify product sellers to sell their products in the influencer's shops. If a product becomes available for sale in an influencer shop (*i.e.*, the influencer and seller have agreed to sell the product in the influencer's shop), the product will be EXCLUSIVELY available for sale (on hotcakes) in that influencer's shop for thirty (30) days or until the influencer removes the product from their shop or the shop closes (whichever occurs first). Once a product becomes available for sale in an influencer shop, the seller may not remove it from the influencer's shop, and the product may not become available for sale in any other shop on hotcakes, for thirty (30) days or until the influencer removes the product from their shop or the shop closes (whichever occurs first). These exclusivity terms govern only product placement and sales on the hotcakes marketplace.