

# TERMS OF USE

Inwall Application & Website

*Last Updated: April 16, 2026*

Inwall Inc. | 131 Continental Dr, Newark, DE 19713 | [contact@inwall.app](mailto:contact@inwall.app)

**PLEASE READ THESE TERMS OF USE CAREFULLY. BY CREATING AN ACCOUNT, ACCESSING, OR USING THE INWALL APPLICATION OR WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.**

## 1. About Inwall

Inwall Inc. (“Inwall,” “Company,” “we,” “us,” or “our”) operates a digital advertising platform (the “Platform”) that connects advertisers with users who share sponsored content on their personal social media accounts in exchange for compensation. The Platform is accessible via the Inwall mobile application (the “App”) and the Inwall website (the “Website”).

## 2. Acceptance of Terms

By registering for an account, accessing, browsing, or using any part of the Platform, you confirm that you have read, understood, and agree to be bound by these Terms of Use (“Terms”), our Privacy Policy, and any additional guidelines or policies posted on the Platform, each of which is incorporated herein by reference.

These Terms constitute a legally binding agreement between you and Inwall Inc. If you are using the Platform on behalf of a business or legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

## 3. Eligibility

### 3.1 Users

To register as a User, you must:

- Be a natural person at least 18 years of age.
- Be a legal resident of the United States.
- Have a valid and verifiable social media presence on at least Instagram.
- Successfully complete identity verification (KYC) as described in Section 5.

### 3.2 Advertisers

To register as an Advertiser, you must:

- Apply to register an Advertiser account on the Platform and receive an approval.
- Be a legally incorporated business or sole proprietor operating lawfully in the United States.
- Have a valid business email address and an authorized point of contact.

### 3.3 Geographic Restriction

The Platform is currently operated and offered exclusively within the United States. Access from outside the United States is not authorized and may be blocked at Inwall's sole discretion.

### 3.4 One Account Per Person

Each individual may hold only one User account. Each business entity may hold only one Advertiser account. Creation of multiple accounts by the same individual or entity is prohibited and constitutes grounds for immediate permanent suspension of all associated accounts.

## 4. Account Registration & Security

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### 4.1 Registration Information

Users must provide: first name, last name, email address, phone number, nationality, address, country of residence, gender, and date of birth, as well as social media information. Advertisers must provide: company name, country of incorporation, point of contact details, and company logo. You agree to keep all information accurate and current. Providing false or fraudulent information is grounds for immediate account suspension or permanent ban.

### 4.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials. Notify Inwall immediately at [contact@inwall.app](mailto:contact@inwall.app) if you suspect unauthorized use of your account. Inwall is not liable for any loss arising from your failure to secure your credentials.

### 4.3 Account Responsibility

You are responsible for all activity that occurs under your account, whether or not authorized by you.

## 5. Identity Verification (KYC)

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### 5.1 Verification Requirement

All Users must complete KYC (Know Your Customer) identity verification before becoming eligible to receive payouts. KYC is administered by our third-party partner, Stripe Identity.

### 5.2 Required Documentation

KYC may require: a valid government-issued photo ID (passport, driver’s license, or state ID), a selfie or biometric scan for identity matching, and any additional documentation required by Stripe Identity or applicable law.

### 5.3 Accuracy

You represent and warrant that all KYC documents and information are accurate, authentic, and belong to you. Submitting false, altered, or third-party identity documents is a criminal offense and will result in immediate permanent account ban, forfeiture of all pending earnings, and referral to law enforcement.

### 5.4 Data Handling

KYC data is processed by Stripe Identity under Stripe’s Privacy Policy. Inwall does not retain raw identity documents on its own servers. By completing KYC, you consent to Stripe’s collection and processing of your biometric and identity data.

## 6. User Program – Pay Per Share (PPS)

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### 6.1 Program Description

Inwall’s Pay Per Share (“PPS”) feature allows eligible Users to earn compensation by sharing approved advertiser content (“Campaigns”) to their personal social media accounts. Each Campaign specifies the compensation amount per valid share.

### 6.2 Valid Share

A “valid share” means a share that: (a) was published from your authentic personal social media account ; (b) remained publicly visible for the minimum required duration as specified within the App; (c) was made to an audience of real, human followers; (d) included all required FTC disclosures (see Section 10); and (e) was not deleted, modified, hidden, or made private before the minimum duration expired.

### 6.3 Share Authenticity

You represent and warrant that all shares reflect genuine activity on your authentic accounts. Inflating engagement metrics, generating artificial impressions, using automation, purchasing followers, or manipulating Campaign performance data constitutes fraud and may result in account termination.

### 6.4 Social Media Platform Compliance

You are solely responsible for ensuring your participation complies with the terms of service of every social media platform on which you share Campaign content. Inwall is not responsible for any penalties imposed by third-party platforms as a result of your activity.

## 7. Payments & Payouts

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### 7.1 Payment Processing

Payments to Users are processed through Stripe Connect. By using the Platform, you agree to Stripe’s Terms of Service and Connected Account Agreement.

### 7.2 Payout Conditions

Payouts are subject to: completed KYC verification, an active Stripe Connect account, share validation by Inwall, and no active account investigation or suspension.

### 7.3 Verification & Hold Period

Inwall may hold earnings for up to 30 days pending verification. Earnings generated through fraudulent or policy-violating activity will be permanently forfeited.

### 7.4 Tax Responsibility

You are solely responsible for all taxes on earnings. For annual earnings of \$600 USD or more, Inwall will issue an IRS Form 1099-NEC as required by law. You may be required to submit a completed IRS Form W-9 prior to receiving payouts meeting this threshold.

### 7.5 Payment Disputes

Payment disputes must be submitted in writing to [contact@inwall.app](mailto:contact@inwall.app) within 30 days of the relevant payment date. Disputes submitted after this period will not be considered.

### 7.6 Forfeiture

All accrued but unpaid earnings will be permanently forfeited if: (a) your account is terminated for cause; (b) you violate these Terms; (c) fraudulent activity is detected; or (d) you fail to provide required tax documentation.

## 8. Advertiser Terms

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### 8.1 Campaign Creation

Advertisers may create Campaigns by providing creatives (video or image), target audience parameters (location, gender, age range, social media popularity, interests), Pay Per Share (PPS) amount, Campaign duration, and advertising budget.

### 8.2 Advertiser Representations and Warranties

By submitting a Campaign, Advertisers represent and warrant that:

- They own or hold all rights to the Campaign creatives.
- Campaign content complies with all applicable laws, including FTC regulations, the CAN-SPAM Act, and all applicable state advertising laws.
- The Campaign does not target individuals under 13 (COPPA) or under 18 for adult-restricted content.
- Campaign content is not false, misleading, deceptive, or defamatory.
- Targeting parameters comply with anti-discrimination laws including the Fair Housing Act, Equal Credit Opportunity Act, and Title VII.

### 8.3 Payments by Advertisers

Advertisers must fund Campaign budgets prior to Campaign launch via Stripe Connect. Inwall charges applicable PPS amounts from the Advertiser's budget as valid shares are recorded.

### 8.4 Campaign Approval

Inwall reserves the right to approve, reject, pause, or remove any Campaign at any time, in its sole discretion, with or without notice.

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## 9. Content Standards

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The following content is prohibited on the Platform in any form:

- Pornographic, sexually explicit, or obscene content.
- Content promoting or glorifying violence, self-harm, or harm to others.
- Hateful or discriminatory content based on any protected characteristic.
- Content promoting illegal drugs, weapons, or illegal activities.
- False, misleading, or deceptive content.
- Content infringing any third party's intellectual property or proprietary rights.
- Spam, phishing, or malicious code.

Inwall reserves the right to remove non-compliant content immediately and without prior notice.

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## 10. FTC Compliance & Disclosure Requirements

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### 10.1 Legal Obligation

Users who share paid Campaign content are legally required under the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 C.F.R. Part 255) to clearly and conspicuously disclose their material connection to the advertiser.

### 10.2 Required Disclosures

When sharing Campaign content, you must include a clear, conspicuous disclosure using unambiguous language such as "#Ad," "#Sponsored," or "#Paid," placed prominently and not buried in hashtags or below a "see more" fold.

### 10.3 User Responsibility

You are solely responsible for ensuring your disclosures comply with FTC guidelines and platform-specific requirements. Failure to include required disclosures may constitute a violation of federal law. Inwall disclaims all liability for your non-compliance. Repeated non-compliance may result in account suspension or termination.

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## 11. Prohibited Conduct & Account Actions

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### 11.1 Prohibited Conduct

The following is strictly prohibited and may result in immediate suspension, permanent ban, forfeiture of all earnings, and civil or criminal referral:

#### Account & Identity Fraud:

- Creating multiple accounts under the same or different identities.

- Submitting false, altered, stolen, or third-party identity documents during KYC.
- Impersonating any person, brand, or entity.
- Sharing account access with any third party.

**Engagement & Share Fraud:**

- Generating artificial, bot-driven, or purchased engagement on Campaign content.
- Using automation tools, scripts, or third-party services to simulate share activity.
- Coordinating with other users to artificially cross-share or inflate Campaign metrics.
- Deleting, hiding, or restricting shared content before the Campaign minimum duration expires.

**Platform Abuse:**

- Attempting to reverse engineer, scrape, or extract data from the Platform.
- Interfering with or disrupting the Platform's infrastructure, servers, or security systems.
- Circumventing access restrictions, security features, or geographic limitations.
- Attempting to manipulate, bypass, or exploit the PPS tracking or payment systems.

**Advertiser Fraud:**

- Submitting Campaign creatives that violate content standards.
- Submitting fraudulent payment information or initiating unauthorized chargebacks.
- Using Campaign targeting in a manner that violates anti-discrimination laws.

## 11.2 Account Suspension

Inwall may suspend an account while investigating suspected violations. During suspension, account access and all associated earnings will be frozen.

## 11.3 Permanent Ban

Inwall may permanently ban an account for: any form of identity fraud or KYC misrepresentation; repeated or egregious share fraud; creation of multiple accounts after a prior ban; advertiser content violating law or content standards; chargeback fraud; or any activity constituting a criminal offense. Permanently banned accounts forfeit all accrued earnings and access to the Platform. Banned individuals are prohibited from creating new accounts and may be subject to IP and device-level restrictions.

## 11.4 Right to Report

Inwall reserves the right to report suspected criminal activity, identity fraud, or financial fraud to appropriate law enforcement and regulatory authorities without notice to the affected user.

## 11.5 Appeals

Permanent bans for fraud violations are final and not subject to appeal. Temporary suspensions may be appealed by contacting [contact@inwall.app](mailto:contact@inwall.app) within 14 days of the suspension notice.

# 12. Intellectual Property

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All content, features, and functionality of the Platform — including the Inwall name, logo, trademarks, software, design, and data — are owned by or licensed to Inwall Inc. and are protected by applicable intellectual property laws. You may not copy, modify, distribute, sell, or create derivative works from any Inwall intellectual property without prior written consent.

By submitting content to the Platform, you grant Inwall a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and process such content for the purposes of operating and improving the Platform. Advertisers represent and warrant that they hold all rights necessary to license their Campaign creatives to Inwall for Platform purposes.

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## 13. Third-Party Services

The Platform integrates with third-party services including Stripe, Inc. (for payment processing and identity verification) and social media platforms (through which Users share Campaign content). Your use of these services is governed by their respective terms and privacy policies. Inwall is not responsible for the availability, accuracy, or practices of any third-party service.

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## 14. Disclaimers

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR UNINTERRUPTED OPERATION. INWALL DOES NOT ENDORSE, VERIFY, OR GUARANTEE THE ACCURACY OF ANY CONTENT POSTED BY ADVERTISERS. USERS ENGAGE WITH ADVERTISER CONTENT AT THEIR OWN RISK.

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## 15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INWALL INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM.

INWALL’S TOTAL CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY OR TO YOU THROUGH THE PLATFORM IN THE 3 MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00 USD).

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## 16. Indemnification

You agree to indemnify, defend, and hold harmless Inwall Inc., its officers, directors, employees, agents, affiliates, and assigns from and against any claims, liabilities, damages, losses, costs, or fees (including reasonable attorneys’ fees) arising out of or relating to: your violation of these Terms; your use of the Platform; your sharing of Campaign content, including failure to comply with FTC disclosure requirements; any content you submit; or any fraudulent or unauthorized activity under your account.

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## 17. Termination & Suspension

You may deactivate your account at any time by contacting [contact@inwall.app](mailto:contact@inwall.app). Inwall may suspend or terminate your account at any time, with or without cause and with or without notice, including for violations of these Terms. Upon termination for cause, all accrued earnings will be forfeited. Provisions that by their nature survive termination will continue to apply, including Sections 10, 11, 12, 15, 16, 18, and 19.

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## 18. Dispute Resolution & Arbitration

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### 18.1 Governing Law

These Terms shall be governed by the laws of the State of Delaware, without regard to its conflict-of-law provisions.

### 18.2 Informal Resolution

Before initiating formal dispute proceedings, you agree to contact Inwall at [contact@inwall.app](mailto:contact@inwall.app) and attempt to resolve the dispute informally within 30 days.

### 18.3 Binding Arbitration

If informal resolution fails, all disputes shall be resolved by final and binding individual arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, in Wilmington, Delaware.

### 18.4 No Class Actions

All claims must be brought individually. You waive any right to participate in a class action, class arbitration, or representative proceeding.

### 18.5 Jury Trial Waiver

BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS.

### 18.6 Time Limitation

Any claim must be filed within one (1) year after the cause of action arose. Claims not filed within this period are permanently barred.

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## 19. Changes to These Terms

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Inwall may modify these Terms at any time. Material changes will be communicated via email or in-app notification at least 7 days before taking effect. Your continued use of the Platform after the effective date of revised Terms constitutes acceptance of the changes.

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## 20. Miscellaneous

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These Terms constitute the entire agreement between you and Inwall regarding the Platform. If any provision is found unenforceable, it will be modified to the minimum extent necessary, and all other provisions remain in force. Inwall's failure to enforce any provision is not a waiver. You may not assign your account or rights without Inwall's prior written consent. Inwall is not liable for failures caused by circumstances beyond its reasonable control (force majeure).

## 21. Contact Information

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Inwall Inc. 131 Continental Dr,

Newark, DE 19713

Email: [contact@inwall.app](mailto:contact@inwall.app)

Phone: +1 (302) 307-9920

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*These Terms apply to both the Inwall mobile application and website.*