

**INFLUENCE.NETWORK:
BRAND OWNER TERMS AND CONDITIONS
(V.1 NOVEMBER 2017)**

1. INTRODUCTION

Please read these terms and conditions carefully.

If you apply for a Brand Account on the Influence Network Platform (as more particularly described below), these terms and conditions will govern the application process.

If your application is accepted, these terms and conditions will also govern your rights and obligations relating to your subsequent use of the Platform and matters relating to it, including your interaction with Content Creators registered on the Platform.

1.1. We are INFLUENCE NETWORK LIMITED (UK company number 10815710) whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU (“we” “us” “our or ”**Influence Network**”).

1.2. Our platform, currently accessible through <https://influence.network> (“**Platform**”), and associated services provided by us (“**Services**”) enables brand owners who are registered on the Platform (“**Brand Owners**”) to identify and engage with content creators also registered on the Platform (“**Content Creators**”) so as to have them, on invitation and subject to instructions, make and upload promotional content (“**Content**”) in return for a fee agreed between you and us (“**Content Creator Fee**”) and otherwise subject to these terms and conditions (“**Terms**”).

1.3. In particular:

1.3.1. When applying for a Brand Account on the Platform (“**Brand Account**”) and thereafter in the course of your use of the Platform, you will be asked to provide us with certain information, including information about products and brands owned or controlled by you (“**Brand Owner Information**”).

1.3.2. When you want to run a promotional campaign to promote one or more product(s), services or brand(s), (a “**Campaign**”) you may, via the Platform, give us information and specifications of such Campaign by means of a campaign specification (“**Campaign Specification**”).

1.3.3. Each Campaign Specification will typically include:

1.3.3.1. a description of the product(s), services or brand(s) to be promoted (“**Brand**”);

1.3.3.2. social media platform targets and demographic targets for the Campaign;

- 1.3.3.3. the intended reach of the Campaign (namely the desired aggregate number of followers or subscribers of Content Creators participating in the Campaign- “**Reach**”);
- 1.3.3.4. an outline Campaign brief, identifying the intended means and concepts but which the Brand is to be promoted;
- 1.3.3.5. the intended start and end dates of the Campaign;
- 1.3.3.6. where the Campaign is schedule to last for more than 7 (seven) days, any interim periods (of not less than 7 (seven) Days) in respect of which the Content is to be uploaded (as defined below);
- 1.3.3.7. an indication of whether you wish to select or wish to direct us to select the Content Creators to fulfil the Campaign in accordance with the remainder of the Campaign Specification.

1.3.4. Based on the Campaign Specification, a fee for the Campaign (“**Campaign Fee**”) is agreed with us, either on submission of a Campaign Specification (where we have already agreed a subscription plan or a schedule of Campaign Fees) or otherwise via the Platform or otherwise in writing.

1.3.5. We use Brand Owner Information, the Campaign Specification and information provided to us by Content Creators to provide you with a list and details of potentially relevant Content Creators. You then,

1.3.5.1. select (or you direct us to select) from such list, Content Creators to be invited to participate in the Campaign; and

1.3.5.2. supply us with a campaign proposal (“**Campaign Proposal**”) to send to selected Content Creators by way of invitation to participate in the Campaign.

1.3.6. Each Campaign Proposal will typically include:

1.3.6.1. a Campaign brief, identifying the product or service to be promoted and the means and concepts by which that is to be done (“**Campaign Brief**”). The Campaign Brief may include key concepts, words or phrases to be used and social media and/or demographics to be targeted. The Campaign Brief may include, where relevant, materials or information uploaded (or to be uploaded) to the Platform by the Brand Owner for use by the Content Creator in the Campaign (“**Brand Owner Materials**”);

1.3.6.2. the date by which applications to participate in the Campaign must be submitted by Content Creators;

1.3.6.3. the date by which participating Content Creators must submit for approval a brief summary of the content or services they propose to provide to meet the requirements of the Campaign Proposal (a “**Content Proposal**”);

- 1.3.6.4. any particular requirements relating to the content of Content Proposals for the Campaign;
- 1.3.6.5. the start and end dates of the Campaign, during which participating Content Creators' content is to be deployed in accordance with the Campaign Proposal and any approved Content Proposal;
- 1.3.6.6. where the Campaign is schedule to last for more than a week, any interim deployment and reporting period in respect of which the Content Creator is required to deploy Content and provide Analytics (as defined below); and
- 1.3.6.7. any specific exclusivity/non-compete requirements relating to Content Creators participating in the Campaign.

1.3.7. If a Content Creator (in receipt of a Campaign Proposal) wishes to participate in the Campaign, he/she can, via the Platform, and by the date specified in the Campaign Proposal, indicate willingness to participate. By giving such indication, such Content Creator commits to uploading a Content Proposal to the Platform, by the date specified in the Campaign Proposal.

1.3.8. A Content Proposal will typically include:

- 1.3.8.1. a response to any particular requirements referred to in the Campaign Proposal;
- 1.3.8.2. the number of pieces of Content to be uploaded by the Content Creator (insofar as the same exceeds any minimum number specified by the Campaign Proposal);
- 1.3.8.3. the approximate duration of each such piece of Content (insofar as the same exceeds any minimum duration specified by the Campaign Proposal);
- 1.3.8.4. a description of each such piece of Content;
- 1.3.8.5. details of any other services to be provided in response to the Campaign Proposal; and
- 1.3.8.6. (where the Campaign brief is of an "open" nature), a Campaign concept proposal to provide a proposed context for the remainder of the Content Proposal.

1.3.9. On receipt of a Content Proposal, you or (if you direct us to do so on your behalf) us, will either approve or reject (either with or without comments) such Content Proposal as soon as reasonably practicable. Upon receipt of a notice of rejection, the Content Creator may (but is not obliged to) re-submit an amended Content Proposal for approval not later than the last date for receipt of Content Proposals (as specified in the Campaign Proposal).

1.3.10. Where the number and nature of Content Creators indicating willingness to participate in a Campaign or having Content Proposals approved in respect of a Campaign is or is likely

to be insufficient to fulfil the Reach specified in the Campaign Specification, we will use our reasonable endeavours to supply additional or other Content Creators, up to the last date for submission of Content Proposals as specified in the Campaign Proposal.

1.3.11. Where, notwithstanding our efforts pursuant to the previous clause, the Reach requirement in the Campaign Specification is not fulfilled at the start of the Campaign, the Campaign Fee will be reduced pro-rata to the shortfall, in accordance with the mechanism outlined at clause 1.3.12 below.

1.3.12. Unless otherwise expressly agreed by us in writing, the Campaign Fee is payable into our client account (details of which are made available to you via the Platform) within 3 (three) business days of the date of the first approval of a Content Proposal for a Campaign. Notwithstanding such payment, the Campaign Fee is held in trust by us for you on the following terms:

Interim Content Creator Fees

1.3.12.1. Where the Campaign is intended to last for more than 7 (seven) days and the Campaign Proposal specifies interim stages (referred to at clause 1.3.3.6. above) which, when completed (such expression includes the verification of fulfilment of Content Creator Delivery Obligations procedure referred to below) entitles Content Creators to be paid fees in respect of such Campaign (“**Content Creator Fees**”) we shall use the Campaign Fee to pay such Content Creator Fees on your behalf, as and when the same fall due.

Completion of Campaign

1.3.12.2. Where a Campaign is completed, we shall use the Campaign Fee to pay (in addition to any interim Content Creator Fees referred to above) all Content Creator Fees within 30 days of the end date of the Campaign. Upon such payment, we shall then be beneficially entitled to the remainder of the Campaign Fee and shall be deemed to then receive the same as payment for the Services.

1.3.12.3. Where a Campaign is completed, but by reason of non-compliance of any Content Creator or otherwise, the Reach requirement in the Campaign Specification is not fulfilled, the Campaign Fee is reduced pro-rata to the shortfall in Reach, and an amount equal to such reduction in the Campaign Fee will be repaid to you within 5 (five) business days of the end date of the Campaign, subject to clause 1.3.12.5 below. We will then pay, on your behalf, all outstanding Content Creator Fees within 30 days of the end date of the Campaign.

1.3.12.4. Where a Campaign is completed, but by reason of non-compliance of any Content Creator or otherwise, the number of pieces of Content stated in the Campaign Specification is not fulfilled, the Campaign Fee is reduced pro-rata to the shortfall in number of pieces of Content deployed, and an amount equal to the reduction in the Campaign Fee will be repaid to you within 5 (five) business days of the end date of the Campaign, subject to clause 1.3.12.5 below. We will then pay, on your behalf, all outstanding Content Creator Fees within 30 days of the end date of the Campaign.

1.3.12.5. Clauses 1.3.12.3 and 1.3.12.4 above apply in the alternative. Where there is a shortfall in both Reach and the number of pieces of Content deployed, only the clause resulting the highest level of repayment to you will apply. Upon making such payment and paying, on your behalf, all outstanding Content Creator Fees, we will be beneficially entitled to the remainder of the Campaign Fee and shall be deemed to receive the same as payment for the Services.

Reduced Reach

1.3.12.6. Where at the start of the Campaign the Reach of the Campaign is less than that required by the Campaign Specification, the Campaign Fee is reduced pro-rata to the shortfall, and an amount equal to the reduction in the Campaign Fee will be repaid to you within 5 (five) business days of the start date of the Campaign.

Cancellation

1.3.12.7. Where, prior to deployment of any Content by any Content Creator in respect of a Campaign, the Campaign is cancelled by you (in writing via the Platform) then (unless otherwise agreed in writing by us) the Campaign Fee, less a cancellation fee (“**Cancellation Fee**”) will be repaid to you within 3 (three) business days of the date of such cancellation. The Cancellation Fee is a sum equal to the higher of:

1.3.12.7.1. 10% (ten per cent) of the Campaign Fee; and

1.3.12.7.2. where the Campaign Fee was, at or prior to its agreement, expressly subject to a discount, 10% of the sum that would have been payable as the Campaign Fee but for such discount.

1.3.12.8. Where, after deployment of any Content by any Content Creator in respect of a Campaign, the Campaign is cancelled by you (in writing via the Platform), then (unless otherwise agreed in writing by us) the Campaign Fee is not repayable by us subject to clause 1.3.12.9 below.

1.3.12.9. Where clause 1.3.12.8 applies and the relevant Campaign is scheduled to last for more than 7 (seven) days and interim deployment and reporting periods (referred to clause 1.3.3.6. above) are specified on the relevant Campaign Proposal, we shall (for the purposes of calculation of Cancellation Fees and part repayment of the Campaign Fee) apportion the Campaign Fee pro-rata to the number of pieces of Content to be uploaded in each such interim period. We shall then (treating each such period as a separate Campaign and each apportioned part of the Campaign Fee as a separate Campaign Fee) apply the provisions of clause 1.3.12.2 and 1.3.12.7. above to calculate the relevant Cancellation Fee for each such Interim Period. We will then repay Campaign Fee less the Cancellation Fee to you within 5 (five) business days of the date of such cancellation.

1.3.12.10. Where a Campaign is cancelled, at any time, upon any repayment of the Campaign Fee less the Cancellation Fees referred to above, we are beneficially entitled to (and are then deemed to have received as payment for the Services) the Cancellations Fee.

Postponement and Suspension

1.3.12.11. Where a Campaign is postponed or suspended by you (in writing via the Platform) then (unless otherwise agreed in writing by us) the Campaign Fee is treated in the same way as if the Campaign was cancelled on the date of suspension or postponement, save that any sums that would then be repayable to you continue to be held by us on trust for you until the Campaign is either re-activated and completed or cancelled. A Campaign that is postponed or suspended for an aggregate period of 30 days, will be deemed cancelled, whereupon the remainder of this clause 1.3.12 shall apply to such cancellation.

1.3.13. Upon receipt of a Content Proposal approval (via the Platform) the Content Creator submitting such proposal is committed:

1.3.13.1. to produce and deploy the Content in accordance with the Campaign Proposal and the approved Content Proposal; and

1.3.13.2. within 7 (seven) days of the end of the Campaign, and of any of interim reporting days, (in each case as specified in the Campaign Proposal):

1.3.13.2.1. to provide, via the Platform, verification of production and deployment of the Content, including the date and platform(s) of deployment and the address (url) of the web page to which it has been uploaded, along with any information required to access such web-page in such form as is reasonably required by us; and

1.3.13.2.2. to provide, via the Platform, Analytics relating to the deployment and exposure of the Content for the period of the Campaign or interim reporting period concerned in such form as is reasonably required by us. “**Analytics**” means the analytical information reasonably obtainable by the Content Creator from the platform(s) to which he/she uploads content. Analytics includes the date range of such information, the websites or platform(s) it relates to and such other information as such platform(s) can supply in respect of the traffic, hits, likes, comments, reach, demographics etc.

The obligations in this clause 1.3.13 are referred to as “**Content Creator Delivery Obligations**”.

1.3.14. We will promptly make available to you via the Platform for your review, all information returned by the Content Creator in compliance or purported compliance with the Content Creator Delivery Obligations. You direct us to, and we will on your behalf, pay the Content Creator the Content Creator Fee as it falls due in respect of Content Creator Delivery Obligations, unless you raise a valid objection via the Platform within 5 (five) days the end of the Campaign (or earlier interim reporting period to which such information relates).

1.4. For the avoidance of doubt, you are responsible for all costs and expenses incurred by you relating to your use of the Platform and the Services, including in submitting or uploading Campaign Specifications, Campaign Proposals and Brand Owner Content and in selecting Content Creators, approving or rejecting Content Proposals and reviewing fulfilment of Content Delivery Obligations.

1.5. Where these Terms provide for repayment of any sum to you, such sum will be repaid to you without deduction other than in relation to bona fide third party transaction charges relating to such payment.

2. PARTIES AND APPLICABILITY

2.1. In these terms and conditions (“**Terms**”) you are referred to as “**you**”, “**your**” or “**Brand Owner**”. If you are below the age of 13, you cannot use the Platform or agree to these Terms. If you are an individual, you must be aged 18 to be a Brand Owner or enter into this agreement.

2.2. In applying for a Content Creator Account you will be invited to accept these Terms. By ticking “*Accept*” where indicated in the application process (or otherwise by agreeing the Terms in writing), you irrevocably agree that:

2.2.1. in consideration of our handling your application for a Brand Account, these Terms apply insofar as they relate to such application process; and

2.2.2. upon and in consideration of our acceptance of your application for a Brand Account, these Terms also apply insofar as they relate

to your subsequent use of the Platform, including the activities described herein (including clause 1 above) and your subsequent interaction with Content Creators.

2.3. These Terms constitute a contract between you and us. Where you run a Campaign, the relevant Campaign Proposal and approved Content Proposal also form a contract between you and the each participating Content Creator.

3. CONTENT CREATOR ACCOUNT APPLICATIONS

3.1. We shall be under no obligation to accept any application to open a Brand Account. Any such application shall be deemed “accepted” only upon receipt by you of written notice from us (via the Platform or otherwise) indicating that such application has been accepted.

3.2. Upon application for a Brand Account, we may, at our discretion place such application on a waiting list, in which case the application shall not be construed as rejected or accepted until the earlier of:

3.2.1. you notifying us that you wish to withdraw the application; and

3.2.2. us notifying you that the application has been rejected or accepted.

3.3. Once an application to open a Brand Account is accepted, it may be wholly or partly suspended or closed by us or by you, in accordance with Clause 9 (Termination) below.

4. PLATFORM LOGIN DETAILS

4.1. You must treat your Platform login details used in the application process for a Brand Account and/or thereafter in the course of your use of the Platform (including any username and password) as Confidential Information.

5. BRAND OWNER INFORMATION AND DATA PROTECTION

5.1. Brand Owner Information includes such information as is given to us by you, or which we otherwise collect, in the course of your applying for a Brand Account and thereafter by reason of your use of the Platform or Services including information provided as part of Campaign Specification, a Campaign Proposal or other Brand Owner Materials.

5.2. You agree that we may use your Brand Owner Information for the purposes of and in accordance with, these Terms. In processing such information we will comply with the Data Protection Act 1998 (“**the Data Protection Act**”).

5.3. You agree that all Brand Owner Information is accurate, complete and not misleading. In the course of applying for a Brand Account and for so long as you hold a Brand Account, you agree to keep Brand Owner Information up to date, and to promptly correct that which becomes inaccurate or misleading by updating your Brand Account or otherwise informing us in writing.

- 5.4. You represent and warrant to us, on an on-going basis, that your provision of Brand Owner Information, the content of each Campaign Specification, a Campaign Proposal or other Brand Owner Materials and our use of the same in accordance with these Terms, does not infringe the rights of any other person or body and complies with all applicable laws, regulations, codes and standards, including without limitation, all applicable advertising standards and regulations concerning sponsored or advertorial content.
- 5.5. Without limitation to the foregoing representations and warranties you will ensure that all of your Campaign Specifications, a Campaign Proposals or other Brand Owner Materials comply with all applicable advertising standards and regulations.
- 5.6. Other than as expressly authorised by these Terms or as otherwise expressly authorised by us in writing, you agree that you shall not, nor shall you purport to, whether solely or jointly with or on behalf of any third party, directly or indirectly, for any purpose whatsoever:
 - 5.6.1. reproduce or copy, create derivative works from, modify, rent, lease, sub-license, assign, sell, encumber, loan, translate, merge, adapt, vary or modify, or in any way commercially exploit the Platform or any part of it, or any information or data received by you by reason of your use of the same;
 - 5.6.2. create a database in electronic or structured manual form by downloading and/or storing or otherwise distributing any of the data provided to you or otherwise accessible by reason of your access to the Platform or any part of it and/or any Content Proposal or Content;
 - 5.6.3. attempt to re-use, reproduce, reverse compile, disassemble, reverse engineer, attempt to discern any software, including source code, used by or otherwise relating to the Platform or any part of it and/or any Content Proposal and/or any Content;
 - 5.6.4. use the Platform on behalf of any other party nor allow or permit a third party to do so or to have access to the Platform;
 - 5.6.5. do (or by omission do) anything which may damage our reputation or the reputation of a us or any Content Creator who participates in a Campaign run by you;
 - 5.6.6. access, store, distribute or transmit any computer viruses, adware or malware during the course of your use of the Platform;
 - 5.6.7. remove or alter any copyright or other proprietary notice on any part of the Platform and/or any Content Proposal and/or any Content; or
 - 5.6.8. impersonate another person or use a name you are unauthorised to use or try to mislead others as to your identity in the course of your use of the Platform or any Campaign run by you.

5.7. You shall not produce, access, store, distribute or transmit any material in the course of your use of the Platform or in running any Campaign that constitutes, facilitates, promotes or incites:

5.7.1. illegal activity, including but not limited to unlawful violence and unlawful prejudice;

5.7.2. discrimination based on race, gender, colour, religious belief, sexual orientation, disability

5.7.3. harassment or harmful, threatening, obscene, racially or ethnically offensive behaviour;

5.7.4. infringement of third party rights (including but not limited to intellectual property rights);

5.7.5. defamation;

5.7.6. sexually explicit imagery or its distribution;

5.7.7. damage or injury to any person or property.

5.8. Our privacy policy (as amended from time to time and published on the Platform) contains further details of how we use Brand Owner Information. You agree we can use such information in accordance with our privacy policy. In the case of conflict between our privacy policy and these Terms (including insofar as they incorporate any Campaign Proposal and/or Content Proposal), these Terms shall take precedence.

5.9.

5.10. If we process any personal data on your behalf when performing our obligations under the Terms, you and we record our intention that (save as set out in our privacy policy) you shall be the data controller and we shall be a data processor and in any such case:

5.10.1. you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out the Services and our other obligations under the Terms;

5.10.2. you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with these Terms on your behalf;

5.10.3. you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

5.10.4. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. OUR RESPONSIBILITIES

- 6.1. On our receipt of your application for a Brand Account, we shall consider such application as soon as reasonably practicable.
- 6.2. Upon acceptance by us of your application for a Brand Account we shall open a Brand Account in your name, and provide you access to the Platform as a Content Creator for so long as such account remains open and not suspended.
- 6.3. You acknowledge and agree that:
 - 6.3.1. we are under no obligation to use your Brand Owner Information;
 - 6.3.2. beyond using our reasonable commercial endeavours to do so, we are under no obligation to provide you with a list and/or details of Content Creators in response to any Campaign Specification, so as to fulfil the requirements of such Campaign Specification or at all;
 - 6.3.3. insofar as any list and/or details of Content Creators is provided to you by us in response to a Campaign Specification, you acknowledge that we act in reliance on information provided to us by Content Creators and beyond ensuring that such information is provided to us on the basis of warranties given by Content Creators as to its truth and accuracy, we are under no obligation to verify such information and make no warranty or representation as to the suitability of such persons to participate in such Campaign;
 - 6.3.4. insofar as any information is provided to you by us relation to fulfilment of Content Creator Delivery Obligations, you acknowledge that we act in reliance on information provided to us by Content Creators and insofar as the same includes Analytics they in turn rely on the website or platform providing such information. Beyond ensuring that such information (excluding such Analytics) is provided to us on the basis of warranties given by Content Creators as to its accuracy, we are under no obligation to verify such information and make no warranty or representation in respect thereof;
 - 6.3.5. we do not, and are not required to review or approve or otherwise control, nor shall we have responsibility or liability for the terms or content of any Campaign Specification, Campaign Proposal, Content Proposal, Brand Owner Content or any act or omission of a Content Creator, or your reliance upon such matters;
 - 6.3.6. we have no responsibility for, and shall have no liability for loss or damage by reason of the content of any Content Proposal or any Content produced or deployed as a result of an approval of a Content Proposal;
 - 6.3.7. we do not warrant compliance by any Content Creator with his or her obligations to submit a Content Proposal, produce or deploy Content or to fulfil Content Creator Delivery Obligations;

- 6.3.8. we do not represent or warrant that the Services or your use of the Platform will be uninterrupted or error-free. You acknowledge that such interruptions and errors will occur from time to time. We shall have no liability for loss or damage arising by reason of, such interruptions or errors, including but not limited in respect of any consequential loss of data, revenue or opportunity to earn revenue;
- 6.3.9. our obligation to report or otherwise account to you for payments to Content Creators is limited to providing, as soon as reasonably practicable upon receipt by us of a written request from you, written confirmation of the sum held by us on trust for you at the date of such confirmation.
- 6.3.10. we are entitled to maintain and make changes to the Platform. Whereas such matters may give rise to interruptions referred to above, we shall also have no liability for loss or damage otherwise arising by reason of such maintenance or alterations, including but not limited in respect of any consequential loss of data, revenue or opportunity to earn revenue;
- 6.3.11. we do not warrant or guarantee that the Platform or any documents, files or folders will be secure or free from bugs or viruses. You are responsible for protecting and configuring your data, materials, information, information technology, mobile devices, computers, computer programs, websites or platforms in order to access and use (and in accessing and using) the Platform and the Services. We shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer, system or other equipment or other property on account of your access to, use of, or browsing of the Platform or any website linked to it.

7. FEES AND PAYMENT

- 7.1. Terms relating the agreement and payment, use and handling of a Campaign Fee, are set out at clause 1 above.
- 7.2. Subject to clause 1 above, in relation to each Campaign we, acting on your behalf, will pay to the participating Content Creators the Content Creator Fee. In doing so, we act as your agent in relation to the administration of such Campaign save insofar as we become beneficial entitled as payment for our Services.
- 7.3. Late or non-payment of the Campaign Fee will result in your liability to us and to Content Creators who are entitled to payment of Content Creator Fees by reason of their participation in the relevant Campaign.
- 7.4. All Campaign Fees will be agreed and paid in pounds sterling into our client account, details of which will be made available to you via the Platform.
- 7.5. All amounts payable to us under the Terms are provided by such payment processor as we use from time to time (“**Payment Processor**”) and are subject to the prevailing Payment Processor terms of service as

by be updated or modified by them from time to time (“**Payment Processor Terms**”) details of the prevailing Payment Processor and or Payment Processor Terms which will be made available to you via the Platform. By agreeing to these Terms, and on each occasion when you submit a Campaign Specification, you agree to be bound by the Payment Processor Terms. As a condition of us enabling payment processing services through the Payment Processor, you agree to provide us with accurate and complete information about you, and you authorise us to share such info with the Payment Processor together with transaction information related to your use of the payment processing services provided by the Payment Processor.

7.6. All sums payable under these Terms shall be paid in pounds sterling and will be stated exclusive of VAT which shall, if applicable, be payable in addition on submission of an appropriate VAT invoice.

7.7. If you fail to make any payment to us in accordance with these Terms, we may charge you interest at the rate of 4% above Barclays Bank UK PLC’s base lending rate in force from time to time. Such interest shall accrue on a daily basis from the date the sums became due.

8. **INTELLECTUAL PROPERTY & DATA PROTECTION**

8.1. We, and/or our licensors, own the copyright and all other intellectual property rights (including but not limited to copyright, database rights, design rights (registered and unregistered) and trade marks and other like rights) (“**Intellectual Property Rights**”) in the Platform. Your right to use such Intellectual Property Rights is limited to the rights expressly granted by these Terms.

8.2. Without prejudice to clause 6.3 above, we make no warranty or representation as to ownership of Intellectual Property Rights in any Content Proposal or Content.

8.3. You warrant to us that you own or control all Intellectual Property Rights in respect of any Brand, Campaign Specification, Campaign Proposal, other Brand Owner Materials and Brand Owner Information provided by you to the extent necessary to enable us and Content Creators to use and interact the Platform in respect of Campaigns and related matters envisaged by these Terms (“**Brand Owner Intellectual Property Rights**”) and that such use of Brand Owner Intellectual Property Rights will not infringe the Intellectual Property Rights of any third Party.

8.4. You hereby grant to us with full title guarantee, a perpetual, non-exclusive, irrevocable, sub-licensable, royalty-free licence to use all Brand Owner Intellectual Property Rights for all purposes which are expressly or impliedly required by these Terms to allow us to operate the Platform and provide the Services, and for associated promotional and marketing purposes. This licence shall survive suspension or closure of your Brand Account and/or termination of this agreement.

8.5. We warrant to you that any Content Creator’s right, by reason of their use of the Platform, to use Brand Owner Intellectual Property Rights relating to any Campaign is limited to such use as is necessary to deliver

the Content Creator Delivery Obligations associated with such Campaign.

9. TERMINATION

9.1. Subject to clause 9.2 and 9.3 below either party may terminate this agreement and/or suspend or close your Brand Account immediately for any reason upon giving the other party written notice, via the Platform or otherwise.

9.2. Termination of this agreement and/or suspension or closure of your Brand Account, other than by reason of your breach of these Terms, shall not affect:

9.2.1. your obligations to pay Campaign Fee due prior to the date of notice of such termination, suspension or closure;

9.2.2. our obligations to administer and/or our rights to retain any Campaign Fee held by us prior to the date of notice of such termination, suspension or closure, or falling due in respect of Content referred to at clause 9.2.1 above.

9.3. Termination of this agreement, however arising, shall not affect or prejudice the accrued rights of us or you as at termination or the continuation of any provision expressly or by implication intended to survive termination.

9.4. On termination of the this agreement (for any reason):

9.4.1. you shall (subject to clause 9.2 above, and/or any temporary use or engagement we allow at our discretion in relation to any existing Campaigns) stop all use of the Platform and Clause 11.1 below shall apply in relation to further engagement with any Content Creator; and

9.4.2. we shall have the right to delete any or all of the Brand Owner Information.

10. CONFIDENTIALITY

10.1. You undertake that you shall (except as expressly permitted by clause 10.2 below) keep secure and not at any time disclose to any person any information however disclosed to you relating to us or Content Creators, which we or such Content Creators indicate verbally or in writing is confidential or which is or ought reasonably to be considered confidential in nature ("**Confidential Information**"), including but not limited to:

10.1.1. details of our relationships with or knowledge of the Content Creators;

10.1.2. details of our, or the Content Creators' business methods, finances, prices or pricing strategy, marketing or development plans or strategies; and

10.1.3. the contents Content Proposals;

10.2. You may disclose Confidential Information with our prior written consent or as required by law or to your employees, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of carrying out your obligations under this agreement, provided that you shall ensure that such employees, officers, sub-contractors, representatives and advisers comply with this clause 10.

10.3. You shall not use the Confidential Information for any purpose other than to perform your obligations under this agreement.

11. COMPETITION

11.1. For the duration of this agreement (and, if longer, for one year following the last date of any and all receipt of information relation to any Content Creator Delivery Obligations), you shall not, without our prior written consent (to be given or withheld at our discretion) attempt or agree (whether directly or indirectly) to engage or be engaged by any Content Creator (for the avoidance of doubt, whether or not you have interacted with such Content Creator via the Platform) in respect of their providing any promotional services to you or in relation to any Brand, other than through us or the Platform.

11.2. Individual Campaign Proposal proposed by you may include Campaign Specific non-compete obligations to apply to Content Creators wishing to participate in such Campaign. If Content Creators participate in such Campaign on the basis of such Campaign Proposal they, to the extent that such non-compete obligations are enforceable, shall be bound by such non-compete obligations, which will apply in addition to those stated at clause 11.1 above.

12. INDEMNITY

12.1. You agree to indemnify us and keep us indemnified against all and any expenses, losses, liabilities, damages, costs (including reasonable legal costs) incurred or suffered by us in relation to any claims or proceedings, which arise in any way from:

12.1.1. your use of the Platform and the Services;

12.1.2. any breach by you of these Terms;

12.1.3. any use of the Platform or the Services by anyone using your Brand Account; or

12.1.4. any claim made by a Content Creator concerning your interaction with them.

12.2. This clause 12 shall survive termination of this agreement.

13. LIABILITY

13.1. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

13.2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this agreement or the Platform or the Services, whether express or implied and the Platform and the Services are provided on an “as is” basis.

13.3. Save as stated clause 1.3.12 above (in relation to part payment of the Campaign Fee to Content Creators and in relation to part repayment of the Campaign Fee to you), we shall not be liable whether in contract, tort (including negligence), breach of trust, breach of statutory duty, or otherwise for any loss of profits, reputation, business, goodwill, data, or for any special, indirect or consequential loss, costs or damages, whether it is foreseeable, known, foreseen or otherwise, under or in connection with these Terms. This exclusion of liability shall apply to all such losses whether they are direct, indirect or consequential losses.

14. CONTACT AND NOTICES

14.1. Unless otherwise stated all notices and correspondence,

14.1.1. may be given to you via the Platform or otherwise in writing (including to such email address or other address as appears in the contact details section of your Brand Account or application there for);

14.1.2. may be delivered to us by email at contact@influence.network or otherwise in writing to our registered address, as stated above.

15. OTHER IMPORTANT TERMS

15.1. We shall not be in breach of our responsibilities under these Terms nor liable for any delay in performing, or failure to perform, any of our responsibilities under these Terms if and insofar as such delay or failure results from events, circumstances or causes beyond our reasonable control.

15.2. We shall be entitled to change these Terms at any time in our sole discretion by providing an updated copy of these Terms via the Platform or otherwise. For the avoidance of doubt, your use of the Platform following any update to these Terms shall be deemed as acceptance of those updates which (following such acceptance) shall apply to this agreement with effect from the date of such use.. Any other variation of these Terms, shall only be effective if it is agreed in writing and signed by us.

15.3. Save as expressly stated herein, nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either you or us as the agent of the other, or authorise either you or us to make or enter into any commitments for or on behalf of the other.

15.4. We may transfer our rights and obligations under these Terms to a third party. You are not entitled to assign or transfer your rights or obligations under these Terms unless we consent in writing.

- 15.5. Save as expressly stated herein this agreement is between you and us and no other person shall have any rights to enforce any of its terms and for the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.
- 15.6. Save as expressly stated herein, this agreement constitutes the entire agreement between you and us in relation to your use of the Platform and the Services.
- 15.7. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.8. If we fail to insist that you perform any of your obligations under this agreement in law, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.9. This agreement shall be governed and interpreted in accordance with English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.