

*These Influencer Terms and Conditions constitute a legally binding agreement between you, the influencer and Influentials concerning the access and use of our platform and associated services.*

*The Influencer Agreement is concluded by you accepting these Influencer Terms and Conditions through the Influentials Platform. In case in calendar year you receive more than € 5.000 (five thousand Euros) V.A.T. excluded, under the Influencer Agreement, we may ask you to sign the Influencer Agreement, scan the Influencer Agreement and mail it to us.*

*Influentials is a mere platform and is therefore not a party in the Collaboration Agreement.*

*Hereafter you will agree to the following:*

## **1. TABLE OF CONTENTS**

1. TABLE OF CONTENTS
2. DEFINITIONS
3. WHAT INFLUENTIALS IS
4. WHAT TAKES TO BECOME AN INFLUENCER
5. ASSIGNMENTS
6. INTELLECTUAL PROPERTY RIGHTS
7. FINANCIAL AGREEMENTS
8. PRIVACY AND PROCESSING PERSONAL DATA
9. LIABILITY, WARRANTIES AND INDEMNIFICATIONS

10. DURATION AND TERMINATION

11. MISCELLANEOUS

12. GOVERNING LAW AND JURISDICTION

In these Influencer Terms and Conditions, words are used which start with a capital letter. Those words have the meaning as set out hereunder in this article.

## 2. DEFINITIONS

*2.1. Assignment:* a Brand or Agency assignment to contribute to a Campaign as an Influencer.

*2.2. Agency:* an agency who acts on behalf of a Brand. Usually the agency runs an overall campaign for a Brand, in which campaign there are smaller influencer marketing campaigns.

*2.3. Campaign:* an influencer marketing campaign as made available for You by a Brand or Agency.

*2.4. Collaboration Agreement:* the agreement between You and the Brand or Agency for an Assignment.

*2.5. Influencer:* someone that is able to endorse a service or product of a Brand through his or her social media account(s) or weblog(s).

*2.6. Influencer terms and conditions:* these terms and conditions.

2.7. *Influencer Agreement*: the agreement as mentioned in the preface of these Influencer Terms and Conditions.

2.8. *Influentials Code of Conduct*: the code of conduct which applies to You and can be found at: [URL]

2.9. *Influentials Platform*: the website, the marketplace and -if any- the mobile app of Us.

2.10. *Influencer Network*: the database of Influentials approved Influencers.

2.11. *You*: refers to you as an Influencer (including Your).

2.12. *We*: refers to us (including Us and Our), the Dutch limited liability company “Influentials Network B.V.”, registered in the Dutch chamber of commerce under number: 62101986

### **3. WHAT INFLUENTIALS IS**

3.1. You acknowledge that Influentials is a platform bringing Brands or Agencies and Influencers together, and that We are therefore never a party in the actual Collaboration Agreement between a Brand or Agency and You. We cannot be held responsible nor liable for shortcomings of Brand or Agency regarding the (non) performance of the Collaboration Agreement.

3.2. However, as part of Our service, We do help You and the Brands or

Agencies with the payments and invoicing. We invoice the Brands and Agencies on behalf of You. You receive from Us, after Your work regarding an Assignment was approved by the Brand or Agency, in accordance with paragraph 7, a self-billing invoice and payment.

#### **4. WHAT TAKES TO BECOME AN INFLUENCER**

4.1. We carefully choose Our Influencer Network in order to have the best of the best. If You want to become part of Our Influencer Network You must apply through our Influentials Platform. For the Brands and Agencies, it is important that You are an actual Influencer, management agencies will not be accepted. We will revise and investigate your application thoroughly. We may turn you down in case we don't see added value for the Brands and Agencies, to Our own discretion. We hope you don't experience any hard feelings!

4.2. Once chosen as an Influencer, You will have access to our Influentials Platform and a profile which can be partially customized by You. The information We gather from the Influentials Platform in accordance with paragraph 8.4 cannot be changed nor modified by You.

4.3. In the case a Brand or Agency chooses You to represent them in a particular Campaign, You will agree to carefully follow Our Influentials Code of Conduct. Keep it professional, clean and neat; Your posts should not include nudity, be of a sexually explicit nature, nor violate the terms and conditions of Instagram and other social media platforms. You indemnify Us from claims of third parties regarding not adhering to the Influentials Code of Conduct of the relevant social media platform

conditions.

## 5. ASSIGNMENTS

5.1. In case You are interested in an Assignment, You must apply through the Influentials Platform. A Campaign may have several Assignments. The Brand or Agency will approve or disapprove You for an assignment. Also be aware of the fact that the Brand or Agency may engage multiple influencers for a Campaign.

5.2. In case a Brand or Agency approves the application as mentioned in the previous paragraph, You have to enter into a Collaboration Agreement. That agreement is between You and the Brand or Agency. We are not a party in that agreement. In most cases the standard Collaboration Agreement is used. Be aware of the fact that some Brands or Agencies may apply their purchase terms and conditions to the standard Collaboration Agreement. And in some cases, Brands or Agencies may use their own Collaboration Agreement. If the purchase terms and conditions, or a Collaboration agreement of Brand or Agency applies, it is clearly shown to You when You apply for an Assignment. Be aware of the fact that We did not check any purchase terms and conditions or Collaboration Agreement of Brand or Agency. You need to assess whether the documentation is acceptable for You. In case of doubt, You should ask a professional to check the documentation.

5.3. Once chosen by a Brand or Agency for a specific Assignment, You agree to be fully engaged in the Assignment and be available to perform

the duties necessary to successfully fulfill the completion of the Assignment. These duties include but are not limited to: (i) creating original content utilizing the guidelines given by the Brand or Agency, (ii) generate post, stories and/or videos (live (at event) and otherwise) in the timeframe agreed upon by You and the Brand or Agency and at their requested time of the day, (iii) utilize the previously agreed upon hashtags to properly identify sponsored content (for example: #SPON, #AD, etc.), (iv) be clear when utilizing hashtags, these should be directly related to the Campaign, (v) make sure that your post are 100% dedicated to the Campaign the Brand or Agency requested You for; therefore, avoid mixing brands and interest. In case You are an expert in a certain niche area such as fashion, the mixing of Brands could be accepted with the previous approval and consent of the Brand or Agency.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. The intellectual property rights regarding the Influentials Platform, the tradenames and trademarks of Us, remain vested in Us.

6.2. The intellectual property rights regarding the material Brands or Agencies put at Our and Your disposal through the Influentials Platform, remain vested in the Brand, Agency or any third party from whom Brand or Agency acquired a license.

## **7. FINANCIAL AGREEMENTS**

7.1. In case You are situated within the European Union, You need to have a valid V.A.T. number. Without it, You cannot become part of the

Influencer Network. We check the validity of a V.A.T. number.

7.2. After the Brand or Agency approved Your work you have done for an Assignment, We will forward the payment within 30 (thirty) days, provided an invoice was raised as mentioned in next paragraph.

7.3. We will raise an invoice on behalf of You which will state “self-billing”. In case you explicitly opted out for self-billing, You have to provide Us with an invoice within five (5) days after the Assignment was executed. The invoice has to explicitly state the Campaign identifier and must be send to [invoice@influentials.network](mailto:invoice@influentials.network) by You. In case the invoice does not comply, we cannot warrant that We are able to process it and /or forward the payment within the in previous paragraph mentioned term. In case You are situated in the Netherlands, You must levy the amount you are entitled to with the applicable V.A.T. In case You are situated outside the Netherlands, but inside the European Union, the amount You are entitled to must not be levied with V.A.T., however, the invoice must state “VAT reverse-charged”. In case You are situated outside the European Union, the amount You are entitled to should not be levied with V.A.T.

## **8. PRIVACY AND PROCESSING PERSONAL DATA**

8.1. You understand that We, to fulfill Our obligations, We have to process Your personal data. Under the General Data Protection Regulation (“GDPR”), We are controller. Also be aware of the fact that the Agency or Brand is also a controller under the GDPR. For that reason, we do not enter into a data processing agreement with You, nor

with the Agency or Brand.

8.2. To verify Your account, We may ask You to send us a copy of Your passport or valid picture ID. You must make sure that You black out at least: Your photo, Your place of birth and Your social security number (in case visible). After validation We delete the copies of the passport or picture ID.

8.3. We process your personal data in accordance with our separate privacy policy. We may change the privacy policy from time to time. Take notice of the privacy policy on a regular basis.

8.4. During signing up to become an Influencer, We ask You to give Us access to Your social media accounts. In case You gave permission, We use the access to create a profile of You, including the amount of followers, the amount of posts, the post frequency, etc. The profile is available for Brands and Agencies. The access You gave Us, is done through the respective social media websites. This means that the access is governed by the (privacy) terms and conditions of the respective social media websites. We recommend You to take notice of those (privacy) terms and conditions. You must make sure We have access for the duration of the Influencer Agreement. In case -for what ever reason- We do not have access anymore, We notify You immediately. In case no-access was not remedied by You, We have to right to terminate the Influencer Agreement with immediate effect.

8.5. We may process Your personal data for statistical or demographic purposes. We make sure that Your personal data is anonymous and

aggregated.

## **9. LIABILITY, WARRANTIES AND INDEMNIFICATIONS**

9.1. WE ARE NOT LIABLE FOR ANY ATTRIBUTABLE SHORTCOMINGS, NOR FOR ANY OTHER SHORTCOMINGS (BASED ON TORT FOR EXAMPLE), UNLESS THE SHORTCOMING IS DUE TO WILLFUL MISCONDUCT OR CONSCIOUS RECKLESSNESS OF OUR TOP LEVEL MANAGEMENT. IN CASE THIS LIMITATION OF LIABILITY IS LAWFULLY UNENFORCEABLE, THE LIABILITY FOR THE AFOREMENTIONED SHORTCOMINGS ARE LIMITED TO AN AMOUNT OF € 250 (TWO HUNDRED AND FIFTY EUROS), UNLESS THE SHORTCOMING IS DUE TO WILLFUL MISCONDUCT OR CONSCIOUS RECKLESSNESS OF OUR TOP LEVEL MANAGEMENT.

9.2. You hereby accept the functionality of the Influentials Platform “as is”. You also accept that the functionality of the Influentials Platform can be subject of unilateral change, since We try to make it better along the way.

9.3. We strive for a high availability of the Influentials Platform, however, We cannot warrant that the Influentials Platform is always available to You without interruptions.

9.4. You hereby warrant that You are the actual Influencer. This means that You cannot have -for example- your management agency enter into the Influencer Agreement on behalf of You. You indemnify Us for all costs and damages in case it turns out, that the party entered into the

Influencer Agreement is not actually You.

9.5. You indemnify Us for all costs and damages in case of Your shortcomings regarding the execution of the Collaboration Agreement.

## **10. DURATION AND TERMINATION**

10.1. The Influencer Agreement is entered into for an indefinite period of time.

10.2. You may always terminate the Influencer Agreement, just by terminating Your account. In case We owe You money, we will make sure that We settle the outstanding amounts as We agreed upon in paragraph 7. Be aware of the fact that You always must finish any running Assignments. Terminating the Influencer Agreement does not mean you are exempted from any running Assignments.

10.3. We may terminate the Influencer Agreement at any time for any reason.

## **11. MISCELLANIOUS**

11.1. The account credentials You use to have access to the Influentials Platform are strictly personal. You cannot share those with others.

11.2. We are entitled to transfer Our rights and obligations out of the Influencer Agreement to a third party. This is especially allowed in case of a transfer due to a change of legal entity, transfer of Our business or merger of Our business. You hereby grant Your permission to us to do

so. A possible transfer is without You losing any rights under the Influencer Agreement.

11.3. Without prior permission of Us, You are not allowed to transfer the rights and obligations under the Influencer Agreement to a third party. The permission can be subject to additional stipulations, for example the stipulation that the transfer must be made free of any charge.

11.4. We may change these influencer Terms and Conditions unilaterally. We make sure we communicate any changes in due time. In case you don't feel comfortable with the changes, you are entitled to terminate the Influencer Agreement as stated in paragraph 10.2.

11.5. To the extent that any provision of these Influencer Terms and Conditions are void and/or annulled, all other conditions between parties remain in force. In such a case, We will agree to a new set of provisions, which will correspond as much as possible to the void or annulled conditions.

11.6. Headings and captions used in these Influencer Terms and Conditions are for reference purposes only.

## **12. GOVERNING LAW AND JURISDICTION**

12.1. The Influencer Agreement and Influencer Terms and Conditions are governed by the laws of the Netherlands.

12.2. All disputes will solely be settled exclusively by the competent

court in Rotterdam, the Netherlands, unless the district court (“kantonrechter”) is allowed to take notice of the dispute, in that case the dispute will be submitted to competent district court.