

## **CANARD INFLUENCERS TERMS OF USE & PRIVACY POLICY**

### **IMPORTANT**

*It is important to understand that Canard Influencers is an intermediary: influencers and brands enter in contract directly. We are only a platform connecting influencers to brands and we are not liable of any issue between those parties.*

### **Influencer summary**

*(i) You must have a social network public account to be eligible for our service (Facebook, Instagram, Twitter, YouTube, Vine, Snapchat, Tumblr, LinkedIn, Google +, Pinterest or a blog/website). This account should be public and the audience authentic with a decent engagement rate. We will not tolerate any accounts with fake followers/likes.*

*(ii) Your posts and its content including the description and media must not be deleted at anytime. This can result in payment being withheld and permanent suspension from our service.*

*(iii) The account must be a personal account, you must be the original owner and administrator of the account.*

*(iv) You must follow the brand's guideline for your posts to be approved.*

*(v) Before publishing your posts, you must contact our team at [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com) with the picture or video you are about to post for pre-approval.*

*(vi) We reserve the right to deny any account from participating in Brand campaigns.*

*(vii) Authenticity is very important to us. Please choose carefully your campaigns so you can transmit an authentic, personal and sincere message about the brand. Please, use the hashtag Ads or Sponsored so your audience knows this is a sponsored post.*

*(viii) We will transfer your payment by PayPal or TransferWise and you are responsible for any transfer fees occurred. Canard Influencers 25% commission will be taken on your payment.*

*(ix) You agree to do your best to promote the brand and create original content. You also give permission to the brand to reuse your content.*

*(x) You agree our Terms & Conditions and privacy policy*

*If you have any questions, you can contact us at [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com) or contact your campaign manager.*

### **PRIVACY STATEMENT**

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#### **SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION?**

*When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.*

*When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.*

*Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.*

## SECTION 2 - CONSENT

*How do you get my consent?*

*When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.*

*If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.*

*How do I withdraw my consent?*

*If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com)*

## SECTION 3 - DISCLOSURE

*We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.*

## SECTION 5 - THIRD-PARTY SERVICES

*In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.*

*However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.*

*For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.*

*In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.*

*As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.*

*Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.*

*Links*

*When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.*

## SECTION 6 - SECURITY

*To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.*

## SECTION 7 - COOKIES

*Here is a list of cookies that we use. We've listed them here so you that you can choose if you want to opt-out of cookies or not.*

*\_session\_id, unique token, sessional, Allows Wix to store information about your session (referrer, landing page, etc).*

*\_wix\_visit, no data held, Persistent for 30 minutes from the last visit, Used by our website provider's internal stats tracker to record the number of visits*

*\_wix\_uniq, no data held, expires midnight (relative to the visitor) of the next day, Counts the number of visits to a store by a single customer.*

*cart, unique token, persistent for 2 weeks, Stores information about the contents of your cart.*

*\_secure\_session\_id, unique token, sessional*

*storefront\_digest, unique token, indefinite If the shop has a password, this is used to determine if the current visitor has access.*

## **SECTION 8 - AGE OF CONSENT**

*By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.*

## **SECTION 9 - CHANGES TO THIS PRIVACY POLICY**

*We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.*

*If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.*

## **QUESTIONS AND CONTACT INFORMATION**

*If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com)*

## **Please read these Terms of Use carefully before joining Canard Influencers**

*This document sets forth the terms and conditions that apply to your use of our service.*

*The main feature of our service is that it allows you to get paid by brands for working with them and posting content on your social network accounts.*

*These Terms of Use are a legal agreement between you and us for:*

- *The Canard Influencers website and associated Apps.*
- *The electronic documents which describe the functionality and operation of the service*

*The website and service is owned by Canard Influencers, currently operating under WeCharge Ltd ("Canard Influencers;" "we", "us" and "our", as applicable), a company registered in England and Wales. The use of the service is only for your own personal use and subject to your acceptance of and compliance with: These Terms of Use; and our Privacy Policy. Please read these Terms of Use and our Privacy Policy carefully. If you do not accept these Terms of Use or our Privacy Policy, please do not continue to try and use our Services.*

*You must hold your own valid, live and public social media account to participate in the advertising campaigns run by the brand. Your social media account must represent a real*

person and not a brand, organisation or similar. We reserve the right to deny any accounts from participating in Brand campaigns. Your social media account and your use of your will be governed by the terms of use set by the social media company. You must fully comply with those terms at all times. We have no control over the social media company and shall have no liability to you for their acts or omissions. You acknowledge that the social media company in question has not endorsed the Service and if you have any concerns/questions please contact the social media company directly.

### **Participate in a campaign**

When you agree to participate in a Brand's advertising campaign via the Service you enter into a direct contract with the Brand which governs your participation in the Brand's advertising campaign;

- your participation in the Brand Owner's advertising campaign is subject to the campaign rules set

by the Brand and notified to you via email.

- we are not party to the contract between you and the Brand

As the contract which governs your participation in the Brand's advertising campaign is between you and the Brand Owner, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss or damage you incur in connection with your participation in the Brand's advertising campaign or as a result of the acts or omissions of the Brand Owner (including, without limitation, the Brand's objection to the images you post on your social media which results in non-payment to you). If there is an issue with the Brand, your rights are against the Brand.

### **Payment**

We will pay you, for your successful participation in the Brand Owner's advertising campaign provided that:

- you post the image on your own public social media account;
- the content you post is original and created by you for the specific campaign;
- we pre-validate your campaign;
- you authorise the Brand to use your content;
- you must not delete the image / video, including after payment has been made.

If neither the Brand nor Canard Influencers have objected to the image on the grounds that it is offensive or damages the goodwill or reputation of Canard Influencers or the Brand; and you have fully complied with any other campaign rules notified to you via email. Then you will be paid the relevant amount for the campaign as specified. Provided that your image satisfies all of the above criteria, we will pay you the full campaign amount, minus our 25% commission, to your bank account via TransferWise or PayPal

, 7 days after you first posted the image on your social media account and it has been confirmed by our team and the brand. Our Services may contain links to other independent third-party websites, including the Brand's websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

You will be paid by TransferWise or PayPal and you are responsible for any fee incurred. We will take our 25% commission before payment. It helps to sustain our platform and market our platform to brands.

## **Use of the service**

*This Services are intended only for use by those who are 18 years of age or older. If you are not 18 or older, you cannot use this Service without the accompaniment and supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this Services by children, minors and others under your care, and you agree to be responsible for their use of this Service. Any use of the Services by persons under the age of 18 without parental consent can result in immediate termination of your use of the Services.*

*You must: (a) not use the Service in any unlawful manner, for any purpose that is unlawful or in any manner prohibited by these Terms of Use or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the website, any Service or any operating system; (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Service; (c) not transmit any messages, material, images or content that is defamatory, offensive or otherwise objectionable in relation to your use of the Service; (d) not use the Service or take any action that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.*

*You must ensure that any images you post to your social media account in connection with a Brand's campaign comply with all applicable laws, regulations, codes and standards, including without limitation those related to advertising. We also reserve the right at all times to disclose any information you submit to the App or any Service as necessary to satisfy any law, regulation or*

*government request.*

## **Intellectual Property Rights**

*The trademarks, logos, and service marks displayed on the website are owned by Canard Influencers and other third parties. All trademarks, logos and service marks not owned by Canard Influencers are the property of their respective owners, and, where used by Canard Influencers, are used with permission. Nothing contained in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademarks, logos or service marks. Canard Influencers's trademarks, logos, service marks may not be copied, imitated or used, in whole or in part (including use in metatags or in hidden text), without our prior written permission. You agree that you will not take any actions inconsistent with Canard Influencers's ownership of, or any third party's ownership of, the trademarks, logos, service marks and trade dress used on this website.*

*You agree to accept responsibility for all activities that occur under your account. You agree not to disclose your account password to others, and you agree to notify us immediately of any unauthorized use of your account. We are neither responsible for nor liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damage or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge.*

*You represent and warrant that you own or otherwise control all the rights to any User Content that you upload, transmit or otherwise make available through the service; that use of the User Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of the User Content you provide will not cause injury to any person or entity. In line with, and without limiting, the foregoing, you specifically agree that you will not: (a) provide any User Content that is unlawful or any User Content that advocates illegal activity; (b) provide any User Content that is defamatory, false or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any User Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) provide any User Content that contains software viruses or other harmful devices; or (e) impersonate any other person or*

entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content you provide.

By participating in the Brand's advertising campaigns on the Canard Influencers service you grant the Brand Owner a royalty-free, non-exclusive, perpetual, irrevocable licence to re-post the User Content on its own social media accounts.

The opinions expressed in postings or other User Content on this Service are not necessarily those of Canard Influencers or its content providers, advertisers, sponsors, affiliated or related entities. We make no representations or warranties regarding any information or opinions posted to or otherwise included on or transmitted through our Service. We do not represent or guarantee the truthfulness, accuracy, or reliability of any User Content or determine whether the User Content violates the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

**Limitation of Liability.** NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW.

#### Events Outside Our Control

40. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our

Control).

41. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Use: (a) our obligations under these Terms of Use will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and (b) we will use our reasonable endeavours to find a solution by which our obligations under these terms of Use may be performed despite the Event Outside Our Control.

#### Contact Information

42. If you have any questions or suggestions regarding these terms and conditions, please contact us at [hello@CanardInfluencers.com](mailto:hello@CanardInfluencers.com).

43. Please note that these Terms of Use, their subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. Note: those T&C are provisional; you will be sent the final T&C for agreement before you start your first campaign, on request.

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#### TERMS OF SERVICE

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#### OVERVIEW

This website is operated by Canard Influencers. Throughout the site, the terms "we", "us" and "our" refer to Canard Influencers. Canard Influencers offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

*Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.*

*Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.*

*Our store is hosted on Wix. They provide us with the online e-commerce platform that allows us to sell our products and services to you.*

#### **SECTION 1 - ONLINE STORE TERMS**

*By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).*

*You must not transmit any worms or viruses or any code of a destructive nature.  
A breach or violation of any of the Terms will result in an immediate termination of your Services.*

#### **SECTION 2 - GENERAL CONDITIONS**

*We reserve the right to refuse service to anyone for any reason at any time.  
You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.  
You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.  
The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.*

#### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

*We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.*

*This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.*

#### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

*Prices for our products are subject to change without notice.  
We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.*

*We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.*

#### *SECTION 5 - PRODUCTS OR SERVICES (if applicable)*

*Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.*

*We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.*

*We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.*

*We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.*

#### *SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION*

*We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.*

*You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.*

*For more detail, please review our Returns Policy. SECTION 7 - OPTIONAL TOOLS*

*We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.*

*You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.*

*Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).*

*We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.*

#### *SECTION 8 - THIRD-PARTY LINKS*

*Certain content, products and services available via our Service may include materials from third-parties.*

*Third-party links on this site may direct you to third-party websites that are not affiliated with us. We*

*are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.*

*We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.*

#### **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

*If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.*

*We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.*

*You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.*

#### **SECTION 10 - PERSONAL INFORMATION**

*Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.*

#### **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

*Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).*

*We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.*

#### **SECTION 12 - PROHIBITED USES**

*In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or*

local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability,

merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Canard Influencers, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Canard Influencers and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 16 - TERMINATION

*The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.*

*These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.*

*If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).*

#### SECTION 17 - ENTIRE AGREEMENT

*The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.*

*These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).*

*Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.*

#### SECTION 18 - GOVERNING LAW

*These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of London, UK.*

#### SECTION 19 - CHANGES TO TERMS OF SERVICE

*You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.*

#### SECTION 20 - CONTACT INFORMATION

*Questions about the Terms of Service should be sent to us at [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com)*

### **BRANDS – TERMS OF USE**

#### IMPORTANT

*It is important to understand that Canard Influencers is an intermediary: influencers and brands enter in contract directly. We are only a platform connecting influencers to brands and we are not liable of any issue between those parties.*

*This agreement is a legal agreement between the organisation on whose behalf you accept this agreement (as identified on the Canard Influencers platform registration form) (**Brand Owner**) and Canard Influencers operating under WeCharge Ltd, a company incorporated and registered in England and Wales with company number 09776818 whose registered office is at 42 Hornton St, London W8 4NT, UK.*

*If you do not agree to the terms of this agreement, you will not be able to access or use the Canard Influencers platform and to use our services.*

*You warrant that, by accepting the terms of this agreement, you will bind the Brand Owner to the terms of this agreement and that you have the authority to bind the Brand Owner to the terms of this*

agreement.

If you are an agency:

- you may use the Canard Influencers platform for the sole purpose of setting up and running the Brand Owner's advertising campaigns on the Brand Owner's behalf;
- you warrant that, by accepting this agreement, you will bind the Brand Owner to the terms of this agreement and that you have the authority to bind the Brand Owner to the terms of this agreement;
- you will comply with the terms of this agreement as if you were the Brand Owner;
- the Brand Owner shall be responsible for your acts and omissions in relation to this agreement as if they were the Brand Owner's own; and
- you accept the limitations and exclusions of Canard Influencers 's liability in this agreement which shall apply to both you and the Brand Owner.

### Background

A Canard Influencers has developed Canard Influencers which allows brand owners and users of Instagram to connect with each other to promote the brand owner's goods and services on Instagram and other platforms (**App**).

B The Brand Owner would like to use the Canard Influencers platform to set up and run advertising campaigns in which users of Instagram can participate via the App.

C Canard Influencers has agreed to allow the Brand Owner to use the Canard Influencers platform for those purposes subject to the terms and conditions of this agreement.

### Agreed terms

#### 1 Interpretation

- 1 The following definitions apply in this agreement. **Annual Package:** a Package where the Subscription Fees are payable annually in advance. **App:** as defined in the background section of this agreement. **Authorised Users:** as defined in clause 7.1. **Brand Owner Manager:** the Brand Owner's manager for this agreement appointed in accordance with clause 8.1.1. **Brand Owner Names:** means brand names and trade marks owned by the Brand Owner as notified by the Brand Owner to Canard Influencers from time to time. **Business Day:** Monday to Friday (inclusive) excluding bank and public holidays in England. **Campaign:** the Brand Owner's advertising campaigns run via the Platform. **Campaign Materials:** the information, materials, data, graphics and images supplied or used by the Brand Owner to support the Campaign. **Campaign Rules:** the rules of a Campaign set by the Brand Owner in accordance with clause 10.2. **Confidential Information:** all confidential information (however recorded, preserved or disclosed) including but not limited to: (i) the existence and terms of this agreement; (ii) any information that would be regarded as confidential by a reasonable business person relating to: (a) the business, accounts, affairs, contacts, clients, suppliers, plans, intentions, or market opportunities of either party; or (b) the operations, finances, transactions, processes, product information, know-how, designs, trade secrets or software of either party; (iii) any information either party designates as confidential; and (iv) any information or analysis derived from any confidential information. **Data Processor, Personal Data, Process:** as defined by the DPA. **DPA:** Data Protection Act 1998. **Force Majeure Event:** any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause); and (viii) interruption or failure of utility service. **Instagram:** the third party online photo-sharing, video-sharing and social networking service that allows users to take pictures and share them across a range of social networking platforms. **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in

designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Canard Influencers Names:** the brand name and trade mark "Canard Influencers" which is owned by Canard Influencers and such other brand names and trade marks owned by Canard Influencers as notified by Canard Influencers to the Brand Owner from time to time. **Canard Influencers Manager:** Canard Influencers's manager for this agreement appointed in accordance with clause 9.1.1. **Monthly Package:** a Package where the Subscription Fees are payable monthly in advance. **Package:** the package purchased by the Brand Owner from Canard Influencers which grants the Brand Owner a specified number of Photo Credits each month. **Payment Date:** means: (i) for Monthly Packages, the same day each month as the date of this agreement or, if there is no such day, the closest day afterwards; and (ii) for Annual Packages, each anniversary of the date of this agreement or, if there is no such day, the closest day afterwards. **Photo Credit:** a credit which allows one Qualifying Image to be posted on Instagram as part of a Campaign. **Platform:** the Canard Influencers platform which can be used by the Brand Owner to purchase Packages, upgrade and downgrade its Package, purchase additional Photo Credits and set up and run Campaigns in which Social Influencers can participate via the App. **Platform Content:** all software, code, data, graphics and information comprised within the Platform and the look and feel of the Platform. **Qualifying Image:** as defined in clause 12.7. **Social Influencer:** an Instagram user who has more than 1,000 (one thousand) followers of their Instagram account (excluding followers the Social Influencer has purchased). **Social Influencer Data:** any Personal Data relating to a Social Influencer. **Social Influencer Fees:** as defined by clause 12.6. **Subscription Fees:** the subscription fees payable by the Brand Owner to Canard Influencers for each Package as set out on the Platform. **Top-up Date:** the day the Brand Owner is credited with the relevant number of Photo Credits which is the same day each month as the date of this agreement. **Top-up Fees:** the top-up fees payable by the Brand Owner to Canard Influencers for additional Photo Credits as set out on the Platform. **VAT:** value added tax chargeable under the Value Added Tax Act 1994.

2 The following rules of interpretation apply in this agreement.

1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement;

2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective permitted assigns, and references to any party shall include that party's permitted assigns;

7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;

8 References to clauses are to the clauses of this agreement;

9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 **Brand Owner Names**

1 The Brand Owner acknowledges and agrees that the Canard Influencers Names are trade

marks owned by Canard Influencers and that, save as expressly set out in this agreement, the Brand Owner has no right to use the Canard Influencers Names for any purpose or purposes.

Canard Influencers acknowledges and agrees that the Brand Owner Names are trade marks owned by the Brand Owner and that, save as expressly set out in this agreement, Canard Influencers has no right to use the Brand Owner Names for any purpose or purposes.

### **Commencement and duration**

This agreement shall commence on the date of this agreement and shall continue until it is terminated by either party in accordance with the terms of this agreement.

**Scope** This agreement shall operate as a framework and shall apply to:

- the Brand Owner's use of the Platform; and
- all Campaigns run by the Brand Owner via the Platform.

### **Packages**

- The Brand Owner may purchase Packages from Canard Influencers via the Platform.
- The Brand Owner may upgrade or downgrade its Package via the Platform at any time.
- For Monthly Packages, Package upgrades will take effect immediately and downgrades will take effect on the next Payment Date.
- For Annual Packages:
  - Package upgrades will take effect immediately; and
  - Package downgrades will take effect on the next Payment Date.

### **Photo credits**

- Subject to the Brand Owner complying with the terms of this agreement, Canard Influencers will, on the date of this agreement and on each Top-up Date, credit the Brand Owner with the number of Photo Credits purchased as part of the Package.
- One Photo Credit will be deducted from the Brand Owner's total Photo Credits for each Qualifying Image posted on Instagram.
- The Brand Owner may purchase additional Photo Credits from Canard Influencers via the Platform at any time. Additional Photo Credits will be credited to the Brand Owner immediately.
- If the Brand Owner does not use all its Photo Credits by any Top-up Date, any unused Photo Credits will be carried forward and available for the Brand Owner to use after the Top-up Date.

### **Authorised users**

- The parties shall agree which members of the Brand Owner's staff shall have access to the Platform (**Authorised Users**).
- Subject to the terms of this agreement, Canard Influencers hereby grants the Brand Owner a royalty-free, non-exclusive, non-transferrable right to permit the Authorised Users to use the Platform during the term of this agreement for the Brand Owner's internal business purposes only.
- Canard Influencers shall provide the Authorised Users with the logins and passwords they need to access and use the Platform.
- The Brand Owner shall ensure that all logins and passwords are used only by their designated Authorised User and are kept strictly confidential.
- If the Brand Owner knows or suspects that a login or password has been disclosed or discovered by an unauthorised third party, the Brand Owner shall notify Canard Influencers immediately so Canard Influencers can disable them.
- The Brand Owner shall notify Canard Influencers immediately if an Authorised User leaves the Brand Owner's organisation so that Canard Influencers can disable all relevant logins and passwords.
- Canard Influencers has the right to disable any Authorised User's login and password at any time if Canard Influencers, acting reasonably, believes the Brand Owner or any Authorised User has misused the Platform in any way.
- The Brand Owner shall be responsible for the acts and omissions of the Authorised Users as if they were the Brand Owner's own.

### **Brand Owner's responsibilities**

- The Brand Owner shall:
  - co-operate with Canard Influencers in all matters relating to this agreement and appoint (and, as it thinks fit, replace) the Brand Owner Manager in relation to

1 this agreement, who shall have the authority contractually to bind the Brand  
2 Owner on matters relating to this agreement;  
3 provide Canard Influencers with such information, documentation, materials and  
4 data as Canard Influencers may reasonably require relating to the Brand  
5 Owner and/or the Campaign. The Brand Owner warrants that all such  
6 information, documentation, materials and data are accurate and complete in  
7 all material respects; and  
8 ensure that it has, and at all times maintains, all necessary licences, consents and  
9 permissions necessary for it to perform its activities under this agreement.

#### 9 **Canard Influencers 's obligations**

1 Canard Influencers shall:  
2 co-operate with the Brand Owner in all matters relating to this agreement and  
3 appoint (and, as it thinks fit, replace) the Canard Influencers Manager, who  
4 shall have the authority contractually to bind Canard Influencers on matters  
5 relating to this agreement;  
6 provide the Brand Owner with instructions on how to use the Platform; and

#### 10 **Campaign**

1 The Brand Owner may from time to time set up Campaigns by logging into the Platform and  
2 using the Platform's campaign set-up tool or by contacting the campaign manager  
3 The Brand Owner shall, taking account of any reasonable recommendations made by  
4 Canard Influencers, set the Campaign Rules for each Campaign which shall be  
5 communicated by Canard Influencers to the Social Influencers via the App.  
6 Each Campaign shall, subject to clause 10.6 run from the start date to the end date set by  
7 the Brand Owner using the Platform's campaign set-up tool.  
8 The Brand Owner shall ensure that each Campaign and all Campaign Materials comply  
9 with all applicable laws, regulations, codes and standards, including without limitation  
10 all applicable advertising standards.  
11 The Brand Owner acknowledges and agrees that the Campaign and the Campaign  
12 Materials are the Brand Owner's responsibility. Therefore, except as expressly set out  
13 in this agreement:  
14 Canard Influencers shall have no liability to the Brand Owner whether in contract,  
15 tort (including negligence), breach of statutory duty or otherwise for any  
16 claims, costs, damages, demands, expenses, liabilities or losses incurred by  
17 the Brand Owner in connection with the Campaign or Campaign Materials;  
18 and  
19 the Brand Owner shall indemnify Canard Influencers for any claims, costs,  
20 damages or expenses incurred by Canard Influencers in connection with the  
21 Campaign or the Campaign Materials.  
22 Canard Influencers may, without notice and without liability to the Brand Owner, remove  
23 from the Platform any Campaign or Campaign Materials which Canard Influencers,  
24 acting reasonably, believes does not comply with this agreement or brings Canard  
25 Influencers or its name or reputation into disrepute.

#### 11 **The platform**

1 Canard Influencers warrants that:  
2 the Platform will be of satisfactory quality and fit for its intended purpose; and  
3 the Platform will comply with all applicable laws and regulations.  
4 Canard Influencers reserves the right to make changes to the Platform at any time without  
5 notice to the Brand Owner.  
6 Whilst Canard Influencers will use reasonable endeavours to ensure that the Platform is  
7 available 24/7, Canard Influencers shall have no liability to the Brand Owner if the  
8 Platform is for any reason unavailable or interrupted.  
9 The Brand Owner shall not use the Platform:  
10 to transmit any data or to send or upload any material or images which contain  
11 viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware or any  
12 other harmful programs or similar computer code designed to adversely  
13 affect the operation of any computer software or hardware;  
14 to send unsolicited or unauthorised advertising or promotional materials to any  
15 person; or  
16 to send any defamatory, offensive or otherwise objectionable messages to any

person.

5 Canard Influencers does not monitor the messages sent and received via the Platform. Therefore, Canard Influencers shall not be liable to the Brand Owner whether in contract, tort (including negligence), breach of statutory duty or otherwise for any messages sent or received via the Platform.

6 Canard Influencers reserves the right to remove any messages which breach the terms of this agreement or which bring Canard Influencers or its name or reputation into disrepute without notice.

7 The Brand Owner shall not:

1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

a attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or the Platform Content in any form or media or by any means;

b attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the Platform Content;

c use the Platform to provide services to third parties;

d license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or the Platform Content available to any third party except the Authorised Users; or

e attempt to obtain, or assist third parties in obtaining, access to the Platform.

8 If the Brand Owner discovers that the Platform and/or the Platform Content has been used in breach this agreement, the Brand Owner shall notify Canard Influencers immediately.

## 12 Charges and payment

1 The Brand Owner shall:

1 if the Brand Owner has purchased an Annual Package from Canard Influencers , pay Canard Influencers the Subscription Fees annually in advance on the Payment Date; and

2 if the Brand Owner has purchased a Monthly Package from Canard Influencers , pay Canard Influencers the Subscription Fees monthly in advance on the Payment Date.

2 If the Brand Owner purchases additional Photo Credits from Canard Influencers , the Brand Owner shall, for both Monthly Packages and Annual Packages, pay the Top-up Fees to Canard Influencers on the next Top-up Date.

3 If the Brand Owner:

1 upgrades a Monthly Package, the revised Subscription Fees shall be charged from the next Payment Date and will be back-dated to the date the upgrade took effect; and

2 downgrades a Monthly Package, the revised Subscription Fees shall be charged from the next Payment Date.

4 If the Brand Owner:

1 upgrades an Annual Package, the Brand Owner shall pay Canard Influencers the additional Subscription Fees on the next Top-up Date which will be back-dated to the date the upgrade took effect;

2 downgrades an Annual Package, the revised Subscription Fees shall be charged from the next Payment Date.

5 The Brand Owner authorises Canard Influencers to charge all payments due to Canard Influencers under this agreement to the Brand Owner's payment card, details of which are held by Canard Influencers .

6 Canard Influencers shall set the fees payable to the Social Influencers who post Qualifying Images on Instagram (**Social Influencer Fees**).

7 The Social Influencer Fees shall, subject to clause 12.9, be payable by Canard Influencers to any Social Influencer who has subscribed to the Campaign and who posts an image on Instagram which meets all of the following requirements (**Qualifying Image**):

1 the image must fully comply with the Campaign Rules;

2 the Social Influencer must have posted the image on his or her own public  
Instagram account;  
3 the Social Influencer must, at the time the image is first posted, have at least 1,000  
followers on Instagram (excluding followers the Social Influencer has  
purchased);  
4 the Social Influencer must leave the image posted on their Instagram account for at  
least 48 consecutive Business Day hours; and  
5 the Brand Owner has not, within 48 Business Day hours since the image was first  
posted, objected to the image on the grounds that it does not comply with the  
Campaign Rules.

8 If a Social Influencer posts a Qualifying Image on his or her Instagram account, Canard  
Influencers shall, subject to clause 12.9, pay the Social Influencer the Social Influencer  
Fees 48 Business Day hours after the Social Influencer first posted the Qualifying  
Image on his or her Instagram account.

9 Canard Influencers shall not be responsible for paying any Social Influencer Fees to Social  
Influencers for Qualifying Images unless the Brand Owner has sufficient unused Photo  
Credits.

10 The Subscription Fees and Top-up Fees are non-refundable.

11 Canard Influencers shall add applicable VAT to the sums payable under this agreement at  
the prevailing rate.

### 13 Intellectual property rights

1 The parties agree that, subject to clause 13.2, all Intellectual Property Rights and all other  
rights in the Platform and the Platform Content belong exclusively to Canard  
Influencers and Canard Influencers's licensors. Except as expressly set out in this  
agreement, the Brand Owner has no rights to, or in, patents, copyright, database right,  
trade secrets, trade names, trade marks (whether registered or unregistered), or any  
other rights or licences in respect of the Platform and/or the Platform Content.

2 The parties agree that all Intellectual Property Rights and all other rights in the Campaign  
Materials and the Brand Owner Names shall belong exclusively to the Brand Owner  
and the Brand Owner's licensors. The Brand Owner grants Canard Influencers a  
royalty-free, non-exclusive, non-transferrable licence to publish the Campaign  
Materials and the Brand Owner Names on the Platform and the App for the purposes  
of this agreement.

3 Canard Influencers shall procure from each Social Influencer a royalty-free, non-exclusive,  
irrevocable, perpetual licence for the Brand Owner to post the Social Influencer's  
Qualifying Images on the Brand Owner's own Instagram and other social media  
accounts, for use as paid social content, for display on Brand Owners website or as  
part of e-mail marketing campaigns. Any further use will have to be agreed between  
the Brand Owner and Social Influencer.

4 Each party (the **Licensor**) warrants to the other party (the **Licensee**) that the Licensee's use  
of the Licensor's Intellectual Property Rights and other rights licensed to the Licensee  
under clauses 13.1 or 13.2 shall not infringe the Intellectual Property Rights or other  
rights of any third party. If the Licensor breaches the warranty set out in this clause  
13.4, it shall indemnify the Licensee for all claims, costs, damages and demands  
incurred by the Licensee as a result.

### 14 Confidentiality

1 Subject to clauses 14.2, 14.3 and 14.4, each party (**Receiving Party**) undertakes that it shall  
not at any time:

1 disclose to any person any Confidential Information which has been disclosed to it  
by the other party (**Disclosing Party**), its employees, agents, consultants or  
subcontractors; or

2 use the Disclosing Party's Confidential Information for any purpose other than for  
the purposes of this agreement.

2 The restrictions in clause 14.1 shall not apply to the extent that the Confidential Information:

1 is or becomes generally available to the public other than as a result of its  
disclosure by the Receiving Party in breach of this agreement;

2 was lawfully in the possession of, or available to, the Receiving Party on a non-  
confidential basis prior to disclosure by the Disclosing Party;

3 was, is or becomes available to the Receiving Party on a non-confidential basis

from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party; or  
4 is required to be disclosed by a court of competent jurisdiction or any governmental or regulatory authority.

3 The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of this agreement, provided that the Receiving Party ensures that such employees, officers, sub-contractors, representatives or advisers comply with this clause 14.

4 The Brand Owner acknowledges and agrees that any data or information held by Canard Influencers in connection with this agreement may be stored by Canard Influencers 's cloud service provider and Canard Influencers shall not be in breach of this clause 14 as a result of disclosing the Brand Owner's Confidential Information to Canard Influencers 's cloud services provider, provided that Canard Influencers ensures that its cloud service provider complies with this clause 14.

5 The Intellectual Property Rights in the Platform and the Platform Content shall be part of Canard Influencers 's Confidential Information.

6 The Campaign Materials shall be part of the Brand Owner's Confidential Information.

#### 15 **Data protection**

1 Each party warrants that it shall fully comply with its obligations under the DPA and under all other applicable laws, enactments, regulations, orders, standards and other similar instruments relating to the processing of Social Influencer Data.

2 To the extent that Canard Influencers acts as the Brand Owner's Data Processor, it shall:  
1 process the Social Influencer Data only in accordance with the Brand Owner's instructions from time to time and shall not process the Social Influencer Data for any other purpose or purposes; and

2 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Social Influencer Data and against the accidental loss or destruction of, or damage to, the Social Influencer Data.

3 Canard Influencers shall ensure that each Social Influencer receives a fair processing notice which complies with the requirements of the DPA.

4 Neither party shall use any Social Influencer Data for any purpose except:

1 to deliver the services provided by the App;  
2 to run the Campaigns in accordance with this agreement; or  
3 for other purposes authorised by Canard Influencers in writing from time to time.

5 Each party agrees to indemnify the other party for all claims, costs, damages and demands incurred by the other party as a result of the first party's breach of this clause 15.

#### 16 **Limitation of liability**

1 Nothing in this agreement shall limit or exclude Canard Influencers 's liability for:

1 death or personal injury caused by its negligence;  
2 fraud or fraudulent misrepresentation; or  
3 any other liability which cannot be lawfully limited or excluded.

2 Subject to clause 16.1, Canard Influencers shall not be liable to the Brand Owner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the agreement for:

1 loss of profits;  
2 loss of sales or business;  
3 loss of agreements or contracts;  
4 loss of anticipated savings;  
5 loss of or damage to goodwill;  
6 loss of use or corruption of software, data or information; or  
7 any indirect or consequential loss.

3 Subject to clauses 16.1 and 16.2, Canard Influencers 's total liability to the Brand Owner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the amount the Brand Owner paid Canard Influencers for the Photo Credits used in the previous month, subject always to an overall liability cap of £5,000 (five thousand pounds) in total.

4 All terms implied by statute are, to the fullest extent permitted by law, excluded from this agreement.

## 17 Termination

1 If the Brand Owner has purchased an Annual Package, the Brand Owner may terminate this agreement by giving Canard Influencers at least one (1) month's written notice such notice to expire on the next Payment Date.

2 If the Brand Owner has purchased a Monthly Package, the Brand Owner may terminate this agreement by giving Canard Influencers at least 48 hours written notice such notice to expire on the next Payment Date.

3 Canard Influencers may terminate this agreement at any time with immediate effect by giving written notice to the Brand Owner if the Brand Owner fails to pay the Subscription Fees or the Top-up Fees to Canard Influencers on time in accordance with the terms of this agreement.

4 Either party may terminate this agreement with immediate effect by giving written notice to the other party if:

1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

3 the other party is, in the terminating party's reasonable opinion, at risk of insolvency.

## 18 Consequences of termination

1 On termination of this agreement:

1 Canard Influencers shall:

a promptly end all live Campaigns on the Platform so no more Social Influencers can partake in the Campaigns;

b subject to clause 12.9, pay all Social Influencers the Social Influencer Fees which become payable to them regardless of whether they become payable before or after the termination of this agreement;

c once all live Campaigns have been concluded and all Social Influencers have been paid their Social Influencer Fees;

i disable the Brand Owner's account(s) so the Authorised User's can no longer access or use the Platform; and

ii return all Campaign Materials to the Brand Owner, save that Canard Influencers may keep one copy for legal and compliance purposes;

2 the Brand Owner shall once all live Campaigns have been concluded, immediately stop accessing and using the Platform;

3 the terms of this agreement shall continue to apply to all Campaigns until all Social Influencers have been paid all their Social Influencer Fees;

4 the licenses under clauses 13.1 and 13.2 shall terminate automatically; and

5 each party shall promptly return to the other party all the other party's Confidential Information.

2 On termination of this agreement, clauses which expressly or by implication survive the termination of this agreement shall continue in force including clauses 2, 7.8, 10.5, 11.3, 12.10, 13.3, 13.4, 14, 15, 16 and 18.

3 The termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 19 General

1 Provided it has complied with clause 19.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

2 The Affected Party shall:

1 as soon as reasonably practicable after the start of the Force Majeure Event, notify

- the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this agreement; and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- If the Force Majeure Event prevails for a continuous period of more than one month, either party may terminate this agreement with immediate effect by giving written notice to the other party.
- No variation of this agreement shall be effective unless it is in writing and signed by the parties.
- No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the other party's prior written consent.
- Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- No one other than a party to this agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- delivered by hand or by pre-paid first-class post or other next working day delivery service at its address set out at the start of this agreement or to such other address as it may notify in accordance with this clause 19.11; or
  - sent by email to the following email address or to such other email address as it may notify in accordance with this clause 19.11:
- Canard Influencers : [hello@canardinfluencers.com](mailto:hello@canardinfluencers.com)
- Any notice or communication shall be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service;
  - if sent by email, at 9.00am on the next Business Day after transmission.
- Clause 19.11 and clause 19.12 do not apply to the service of any proceedings or other documents in any legal action.
- This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

#### NOTE

Those terms are still under construction. If you have any doubt or any question, please feel free to contact us.