

TERMS OF SERVICES FOR OUR PLATFORM

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR PLATFORM

Terms last updated on 6 October 2024

1. Who we are and how to contact us

- 1.1. <https://gifted.social> is a website owned and operated by **MHW GLOBAL LTD T/A GIFTED SOCIAL** (“we” “us” “our”). We are a limited company registered in England and Wales under company number 15036367 and have our registered office at 8 Farm Crescent, St. Albans, Hertfordshire, United Kingdom, L2 1UQ.
- 1.2. We provide a suite of solutions including software and AI applications which we make available to users registered on our Platform in connection with the facilitation, management and execution of influencer marketing and related promotional collaborations (“**Services**”).
- 1.3. If you have any questions about us or these terms of service, you can contact us by writing to us here: <https://gifted.social/contact>.

2. These Platform Terms

- 2.1. These terms apply to your use of our website <https://gifted.social/> and any of our mobile applications, software, programme or other proprietary technology owned and operated by us (our “**Platform**”).
- 2.2. By using our Platform, you confirm that you accept these terms of use and that you agree to comply with them.
- 2.3. If you do not agree to these terms, you should not use our Platform.

3. There Are Other Terms That May Apply To You

- 3.1. These terms of use refer to the following additional terms of service, which also apply to your use of our Platform:
 - 3.1.1. Our Brand Terms of Service, found here: <https://gifted.social/gifted-brand-terms-of-service.pdf> where you can find details about how any company, entity, business or organization that uses our Platform (“**Brand**”) may participate in influencer marketing collaboration(s) or promotional opportunities (“**Collab Opportunities**”) with any business or person who is in the business of content creation for social media and/or is an influencer (“**Influencers**”) via our Platform;
 - 3.1.2. Our Influencer Terms of Service, found here: <https://gifted.social/gifted-influencer-terms-of-service.pdf> where you can find out details about how Influencers using our Platform may participate in Collab Opportunities via our Platform; and
 - 3.1.3. Our Privacy Policy, where you can find out about how we process data and personal information in relation to our Platform and Services.
- 3.2. If you are a Brand, your use of our Platform and Services with respect to your ability to access and participate in Collab Opportunities will be governed by our Brand Terms of Services.

3.3. If you are an Influencer, your use of our Platform and Services with respect to your ability to access and participate in Collab Opportunities will be governed by our Influencer Terms of Services.

3.4. Both Brands and Influencers are required to comply with these Platform terms of service and Acceptable Use Policy in conjunction with our Brand Terms of Services or Influencer Terms of Services, as the case applies.

4. We May Change Our Terms

4.1. We may amend these terms, or any of the terms specified in clauses 3.1.1-3.1.3 (inclusive), whether whole or in part, from time to time.

4.2. Every time you wish to use our Platform, please check our terms to ensure you understand the terms that apply at that time.

5. We May Make Changes to Our Platform

We may update and change our Platform from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes so you can understand how they may affect you and your use of our Platform.

6. We May Suspend Or Withdraw Our Platform

6.1. We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.2. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7. Using Our Platform For Participating In Collab Opportunities

7.1. **Brands.** If you are a Brand using our Platform, you will have certain limited access to our Platform and Services free of charge. Participation and execution of any Collab Opportunities via our Platform are subject to charge according to our subscription tiers, details of which are set out in our 'Brand Terms of Services' [LINK].

7.2. **Influencers.** Whilst our Platform is made available to access free of charge, you must be 18 or over to use our Platform if you are to participate in any Collab Opportunities listed or advertised on our Platform. For more details about participating in Collab Opportunities and the terms that apply to you, please see our 'Influencer Terms of Service' [LINK].

8. We May Transfer Our Terms of Service To Someone Else

We may transfer our rights and obligations under these terms and, in each case, the Brand Terms of Service and Influencer Terms of Service, to another organization, including without limitation any of our affiliate or group entities. We will endeavor to tell you if this happens.

9. You Must Keep Your Account Details Safe

- 9.1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures when using our Platform and Services, you must treat such information as confidential. You must not disclose it to any third party.
- 9.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 9.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by emailing us at <https://gifted.social/contact>.

10. How You May Use Material On Our Platform

- 10.1. We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it, save for any materials which are published on it by a Brand in relation to any listed Collab Opportunity the ownership of such materials shall vest with the Brand.
- 10.2. All of our intellectual property rights in and to our Platform are works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.3. You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal use, for example copies of historic collaborations that you have participated in for your own archival and reference purposes in connection with Collab Opportunities in case you need copies of them to file along with any tax authority from time to time, or for such other obligations that may be required by law.
- 10.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 10.5. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
- 10.6. You must not use any part of the content on our Platform for commercial purposes without obtaining prior written permission from us to do so. If you print off, copy, download, share or repost any part of our Platform in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11. No Text Or Data Mining, Or Web Scraping

- 11.1. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Platform or any services provided via, or in relation to, our Platform. This includes using (or permitting, authorising or attempting the use of):
 - 11.1.1. any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Platform or any data, content, information or services accessed via the same; and/or
 - 11.1.2. any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations or otherwise in any manner to train any AI models, systems or programmes.

11.2. The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

11.3. This clause 11 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

12. Reliance On Information On Our Platform

12.1. The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. Where you are participating in any Collab Opportunities through our Platform, you understand that you are agreeing to be bound by certain terms and conditions which are legally binding (see Brand Terms of Service and Influencer Terms of Service, as the case applies).

12.2. You must obtain independent professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform, including without limitation with respect to the applicable terms of any Collab Opportunities which you agree to participate in.

12.3. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

13. We Are Not Responsible For Websites We Link To

Where our Platform contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked website or information you may obtain from them. We have no control over the contents of those websites or resources.

14. User Generated Content Is Not Approved By Us

14.1. To the extent that any user is able to upload any user generated materials on our Platform, for example materials listed or advertised as part of a Collab Opportunity, please note that this information and these materials have not been verified or approved by us and we accept no liability connection therewith.

14.2. The views expressed by other users on or off of our Platform do not represent our views or values.

15. How To Complain About Or Report Content

15.1. If you become aware of any material that you think could comprise or be connected any illegal activities, please contact us immediately <https://gifted.social/contact>.

15.2. If you wish to complain about any other content, please contact us by writing to us at <https://gifted.social/contact>.

16. Our Responsibility For Loss Or Damage Suffered By You

16.1. Please note that our Platform is not intended for consumers.

16.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

16.3. Different limitations and exclusions of liability may apply to liability arising as a result of your participation with any Collab Opportunities as set out in above, see the heading “*There are other terms that may apply to you*” for further information about terms that apply to Brands and Influencers.

16.4. **If you are a Brand or an Influencer creator**, we exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.

16.5. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

16.5.1. use of, or inability to use, our Platform; or

16.5.2. use of or reliance on any content displayed on our Platform.

16.6. In particular, we will not be liable for:

16.6.1. loss of profits, sales, business, or revenue;

16.6.2. business interruption;

16.6.3. loss of anticipated savings;

16.6.4. loss of business opportunity, goodwill or reputation; or

16.6.5. any indirect or consequential loss or damage.

OUR ACCEPTABLE USE POLICY

PLEASE READ THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING OUR PLATFORM

1. Our Acceptable Use Policy

- 1.1. References to “you” in this policy refers to both Brands and Influencers registered to our Platform and any other users or viewers of our Platform.
- 1.2. These acceptable use standards apply to any user content, meaning anything posted or uploaded to our Platform (“**User Content**”).
- 1.3. They also apply to any contact you make with other users on our Platform, such as a Brand or Influencer (as the case applies), links to our Platform, and any other ways you use our Platform.
- 1.4. You must comply with these standards in spirit as well as to the letter.
- 1.5. We will determine, in our sole discretion, whether any User Content or your use of our Platform breaches these acceptable use standards.

2. Restrictions On Using Our Platform or Services.

- 2.1. You may not use our Platform or Services:
 - 2.1.1. in any way that breaches any local, national or international law or regulation;
 - 2.1.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 2.1.3. for the purpose of harming or attempting to harm minors in any way;
 - 2.1.4. to bully, insult, intimidate or humiliate any person;
 - 2.1.5. to send, knowingly receive, upload, download, share, post, use or re-use any material which does not comply with our content standards;

- 2.1.6. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 2.1.7. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

3. All User Content posted or uploaded to our Platform must:

- 3.1.1. be accurate (where it states facts);
- 3.1.2. only contain opinions that are genuinely held;
- 3.1.3. comply with the law applicable in any country from which it is posted and to which the website is targeted.

4. User Content must not:

- 4.1.1. be defamatory of any person;
- 4.1.2. be obscene, offensive, hateful or inflammatory;
- 4.1.3. infringe any copyright, database right or trade mark of any other person;
- 4.1.4. include material that might impair the physical, mental or moral development of persons under the age of 18;
- 4.1.5. be likely to deceive any person;
- 4.1.6. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 4.1.7. contain illegal content or promote any illegal content or activity;
- 4.1.8. be in contempt of court;
- 4.1.9. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- 4.1.10. be likely to harass, upset, embarrass, alarm or annoy any other person;
- 4.1.11. impersonate any person or misrepresent your identity or affiliation with any person;
- 4.1.12. give the impression that the User Content emanates from us, if this is not the case;
- 4.1.13. advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- 4.1.14. contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- 4.1.15. be pornographic.

5. Illegal Content.

5.1. In addition, you must not use our Platform or Services in any way that involves:

- 5.1.1. terrorism offences;
- 5.1.2. child sexual exploitation or abuse offences including grooming and child sexual abuse material;
- 5.1.3. encouraging or assisting suicide (or attempted suicide) or serious self-harm offences;
- 5.1.4. harassment, stalking, making threats or abuse offences;
- 5.1.5. hate offences;
- 5.1.6. controlling or coercive behaviour offence;
- 5.1.7. drugs or psychoactive substance offences;
- 5.1.8. firearms or other weapons offences;
- 5.1.9. unlawful immigration or human trafficking offences;

5.1.10. sexual exploitation of adults offences;

5.1.11. extreme pornography offence;

5.1.12. intimate image abuse offences;

5.1.13. proceeds of crime offences;

5.1.14. fraud and financial services offences;

5.1.15. foreign interference offences.

6. Content Harmful To Children.

6.1. The following must not be uploaded, shared or generated directly on our Platform or in connection with our Services:

6.1.1. pornographic content;

6.1.2. content which encourages, promotes or provides instructions for suicide;

6.1.3. content which encourages, promotes or provides instructions for an act of deliberate self-injury;

6.1.4. content which encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder;

6.2. You must not upload, post, create on our Platform or via our Services or share any of the following:

6.2.1. content that is abusive and which targets any of the following characteristics: race, religion, sex, sexual orientation, disability, gender reassignment.

6.2.2. content which incites hatred against people:

6.2.2.1. of a particular race (including colour, nationality, and ethnic or national origins, religion (including lack of religion), sex or sexual orientation;

6.2.2.2.who have a physical or mental disability; or

6.2.2.3.who have the characteristic of gender reassignment (meaning the person is proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex).

6.2.3. content which encourages, promotes or provides instructions for an act of serious violence against a person.

6.2.4. bullying content.

6.2.5. Content which:

6.2.5.1.depicts real or realistic serious violence against a person (real or not);

6.2.5.2.depicts the real or realistic serious injury of a person (real or not) in graphic detail.

6.2.5.3.realistically depicts serious violence against a fictional creature or the serious injury of a fictional creature in graphic detail.

6.2.6. Content which encourages, promotes or provides instructions for a challenge or stunt highly likely to result in serious injury to the person who does it or to someone else.

6.2.7. Content which encourages a person to ingest, inject, inhale or in any other way self-administer:

6.2.7.1.a physically harmful substance;

6.2.7.2.a substance in such a quantity as to be physically harmful.

7. Offences

7.1. You must not upload, post, create on our Platform or via our Services, share or cause any uploading, posting, creation or sharing, of any of the following:

7.1.1. a grossly offensive, indecent, obscene or menacing message intending to cause offence, menace, distress or anxiety;

- 7.1.2. a false message knowing it to be false, intending to cause non-trivial psychological or physical harm to a likely audience, and with no reasonable excuse;
- 7.1.3. a message threatening death or serious harm while intending or being reckless as to whether the object of the threat would fear that the threat would be carried out;
- 7.1.4. flashing images when it is reasonably foreseeable that an individual with epilepsy will see it and the sender intended that the individual would suffer harm and the sender has no reasonable excuse for sending the images;
- 7.1.5. a communication that intends to encourage serious self-harm;
- 7.1.6. an unsolicited sexual image, including a manufactured intimate image or "deepfake" intending the recipient to be caused alarm, distress or humiliation, or for the purpose of sexual gratification and being reckless as to whether the recipient will be caused alarm, distress or humiliation;
- 7.1.7. a sexually explicit deepfake.

8. Additional provisions for video content

8.1. For the avoidance of doubt, for any User Content in the form of video content:

- 8.1.1. You must tell us immediately, if you upload a video containing any of the following:
 - 8.1.1.1. criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia); unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
 - 8.1.1.2. You must not upload a or share any Content containing material likely to incite violence or hatred against a group of persons or a member of a group of persons based on any of the following grounds: sex, race, colour, ethnic or social origin, genetic features, language, religion or other belief, political opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

9. Advertising

9.1. You must not upload a video containing advertising without our prior written consent for any of the following:

9.1.1. Cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or

9.1.2. Alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.

9.2. Any advertising promotions must comply with all applicable laws, rules and guidelines in place from time to time.

9.3. Any advertising promotions included in a video you upload must not:

9.3.1. prejudice respect for human dignity.

9.3.2. include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation.

9.3.3. encourage behaviour prejudicial to health or safety.

9.3.4. encourage behaviour grossly prejudicial to the protection of the environment.

9.3.5. cause physical, mental or moral detriment to persons under the age of 18.

9.3.6. directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity.

9.3.7. directly encourage such persons to persuade their parents or others to purchase or rent goods or services.

9.3.8. exploit the trust of such persons in parents, teachers or others.

9.3.9. unreasonably show such persons in dangerous situations.