

TERMS OF SERVICES FOR INFLUENCERS

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, AL2 1UQ.
- 1.2. We provide a suite of solutions including software and AI applications which we make available to registered users on our Platform in connection with the facilitation, management and execution of influencer marketing Collab Opportunities and related promotional collaborations.
- 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. By using our Platform you accept these terms

- 2.1. By using our Platform, you confirm that you accept these terms of service and signify your agreement to be bound by them (“**Agreement**”).
- 2.2. This Agreement refers to the following additional terms, which also apply to your use of our Platform:
 - 2.2.1. Our Privacy and Cookie Policy, which explains how we collect, use and store your personal data.
 - 2.2.2. Our Platform Terms & Acceptable Use Policy <https://gifted.social/gifted-acceptable-use-policy.pdf> which sets out how you may use our Platform and any Content shared on or via our Platform.
- 2.3. If you do not agree to these terms and policies, you should not use our Platform.

3. Important definitions

- 3.1. Defined terms in this Agreement will have the following meaning ascribed to them or as otherwise indicated:

“**Brand**” refers to any company, entity, business or organization that uses our Platform.

“Collab” refers to the mutually agreed arrangement between a Brand and Influencer in connection with each Collab Opportunity and which forms a binding agreement between a Brand and Influencer. Each ‘Collab’ is made up of the Collab Brief incorporating these Influencer Standard Terms (clauses 3, and 5.1 – 11.9 (inclusive)) mutatis mutandis as if entered directly between an Influencer and a Brand.

“Content” refers to any content, of whatsoever kind, including without limitation social media posts, media, information, images, artwork, photographs, audio, video, audio-visual, and/or text content which is produced by an Influencer in accordance with a Collab Brief and supplied to a Brand pursuant to an agreed Collab in connection with each Collab Opportunity.

“Collab Brief” refers to the specific terms and conditions relating to each Collab in connection with each Collab Opportunity, including without limitation the respective roles and responsibilities of a Brand and an Influencer in connection with the Collab Opportunity, the scope of work, Content requirements, Content usage requirements, deadlines, deliverables and the provision of Content performance metrics and related data.

“Collab Invitation” refers to a notification submitted by a Brand to an Influencer (or Influencers) via our Platform which signifies the Brand’s invitation to an Influencer (or Influencers) to take part in a ‘pre-approval’ selection process for a Collab Opportunity (or Collab Opportunities). When a ‘Collab Invitation’ is accepted by an Influencer, such Influencer shall be pre-approved for a ‘Collab Offer’ or ‘Collab Offers’.

“Collab Materials” refers to any materials or documents owned by or licensed to a Brand which are relevant to a Collab Opportunity and supplied by a Brand to us, or an Influencer, for the purposes of a Collab, including without limitation such logos, pictures, photographs, designs, copy, instructions, products, demos, policies, and/or brand guidelines.

“Collab Offer” refers to the formal offer submitted by a Brand to an Influencer via our Platform which signifies the Brand’s intention to take part in the Collab Opportunity with a pre-approved Influencer and intention to be bound by and to perform the related Collab in accordance with the terms of the Collab Brief.

“Collab Opportunity” or “Collab Opportunities” refers to a specific, or a combination of, influencer marketing collaboration(s) or promotional opportunity(ies) listed or advertised by a Brand on our Platform.

“Collab Request” refers to the formal offer submitted by an Influencer to a Brand via our Platform which signifies the Influencer’s intention to take part in the Collab Opportunity and to be bound by and to perform the related Collab in accordance with the terms of the Collab Brief.

“Gifted Affiliate” means any of our agents, ambassadors, and/or representatives or any of our affiliate or group entities and, in relation to our affiliate or group entities, each of its respective successors, and/or assigns.

“Gifted Product/Service” refers to the gifted product or service, benefit in kind, or any other incentive of any kind which a Brand supplies to an Influencer in consideration of the Content produced by an Influencer in accordance with a Collab Brief.

“Incentive(s)” means any incentive offered by us to an Influencer to encourage participation in a Collab Opportunity.

“Influencer” refers to “you” as referred to in these terms of services, being any individual or entity that uses our Platform and who engages in content creation and the distribution of such content across social media platforms.

“Intellectual Property Rights” refers to all copyright and neighbouring and related rights, moral rights, , patents, utility models, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), trademarks, service marks, trade names, domain names, rights in get-up and trade dress, design rights, rights in computer software, database rights, any applications for the protection or registration of these rights and all rights in the nature of unfair competition rights or rights to sue for passing off and all renewals, revivals and extensions thereof and all other intellectual property rights howsoever arising and in whatever media, in each case, whether or not registered or capable of registration and including all 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 throughout the world.

“Platform” refers to our website hosted at <https://gifted.social> and any of our mobile applications, software, programme or other proprietary technology owned and operated by us.

“Process” has the meaning given to such term in the UK GDPR.

“Services” refers to providing access to our Platform which enables the facilitation, organization, management and execution of influencer marketing opportunities between Brands and Influencers registered on our Platform.

“Virus” any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by

re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“UK GDPR” means the version of the European General Data Protection Regulation (2016/679) retained in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

4. Our Services and Platform – How does it work?

Registration – Your Obligation to Us

- 4.1. Whilst you can browse our website for free, certain parts of our Platform and Services will not be available to you unless you register to our Platform and Services.
- 4.2. As part of our Platform registration process, we may ask you to provide us with certain information about you, such as your name, address, email address, social media channel URLs, follower count and/or demographics, your business and/or market sectors, location, and preferences for product and/or service categories for related Collab Opportunities you wish to participate in.
- 4.3. The information requested via our Platform registration process is Processed in accordance with our Privacy Policy including without limitation to: (i) contact you with information about our Services; (ii) contact you to provide updates to our Platform and Services; (iii) send you notifications about Collab opportunities that are available to you and/or any Collabs you have participated in; (iv) improve our Platform and Services to you, including to train artificial intelligence, machine learning or any other system, models, programs and/or technology operated by us to match you with the right Brands.
- 4.4. Upon registration to our Platform, your account will be reviewed for suitability to our influencer network. If your application is approved, you will receive an email to confirm the creation of your account, together with details relating to, your account (**“Account”**) and access to the certain features of the Platform’s functionality. It is your responsibility to keep your Account details private and confidential. We accept no liability to you or any third party for any loss or damage arising from your failure to keep your Account details private and confidential.
- 4.5. You accept and agree that it is your responsibility to keep and maintain true, accurate, current and complete information concerning your Account.
- 4.6. We shall, in our sole discretion, have the right to reject registration to our Platform. We have the right to conduct any checks that we, in our sole discretion, deem appropriate to confirm your suitability for registration and, if any, subscription to our Platform, including

without limitation your social media profiles and certain background checks conducted wither by ourselves or via a third party.

4.7. You are forbidden from allowing any other person or entity to access or use your account and from sharing your username and password to your Account with third parties. If you believe your Account has been compromised, you must notify us immediately by contacting us at: <https://gifted.social/contact>. If your Account has been compromised or if we have reason to believe that that you are sharing your Account details with third parties, we reserve the right, in our sole discretion, to (i) disable your Account until further notice to you; and (ii) exercise any other rights or remedies we may have in this Agreement, including without limitation our termination rights set out in clause 10.

4.8. In using our Platform and Services, you agree that you at all times comply with our Platform Terms & Acceptable Use Policy <https://gifted.social/gifted-acceptable-use-policy.pdf> and shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Platform and Services that:

4.8.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

4.8.2. facilitates illegal activity;

4.8.3. depicts sexually explicit images;

4.8.4. promotes unlawful violence;

4.8.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.8.6. is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to you, to disable your Account and access to our Platform and to any material that breaches the provisions of this clause.

4.9. Once you have registered to our Platform and created your Account, you will be able to access various features on our Platform, including the ability to: (i) view Brands onboarded onto our Platform; (ii) view Collab Opportunities listed by Brands on our Platform; (iii) make Collab Requests to Brands for Collab Opportunities you are eligible to participate in; (iv) receive Collab Invitations from Brands; and (v) view historical Collabs that you have participated in.

4.10. Except as expressly and specifically provided in this Agreement:

4.10.1. you accept and assume sole responsibility for results obtained from the use of the Platform and/or Services and in respect of each Collab. You acknowledge that

we are not obliged to evaluate the suitability of any Brands nor clear any Collab Materials produced by them and you accept that we shall have no liability for any damage caused by errors or omissions in any Brand supplied, information, instructions or scripts and/or Collab Materials provided to you or made available via our Platform;

4.10.2. to the fullest extent permissible by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it; and

4.10.3. the Platform and our Services are provided to you an "as is" basis. We do not guarantee that our Platform will be secure or free from bugs or Viruses.

5. Collab Opportunities and Collab Participation

Your Obligations to a Brand – PLEASE READ CAREFULLY AS THEY CONTAIN KEY LEGAL OBLIGATIONS BETWEEN YOU AND A BRAND.

- 5.1. Some Collab opportunities may not be available to you. This might be due to certain factors such as geolocation or a Brand's specific requirements for a Collab. Where you are eligible to participate in a Collab, you may be able to make a Collab Request to that Brand. You may also receive Collab Invitations from a Brand which, if you accept, may make you eligible to be pre-selected for Collab Offers by that Brand from time to time. If you have any questions about your Account or how to participate in a Collab please contact us here: <https://gifted.social/contact> and we will do our best to assist you.
- 5.2. When you make a Collab Request to a Brand, you are signifying your intention to enter into a contractual relationship with a Brand. That contractual relationship concerns your creation of promotional Content in accordance with a Collab Brief in exchange for the Gifted Product/ Service or other inducement provided to you by a Brand. You acknowledge and agree that a Brand is not obliged to accept a Collab Request from you. Where a Brand does accept a Collab Request, you acknowledge and agree that such acceptance will form a legally binding Collab agreement which will be made up of the Collab Brief incorporating these Influencer Standard Terms (clauses 3, and 5.1 – 11.9 (inclusive)), mutatis mutandis as if you had entered into a direct contract, with the Brand, and you agree and undertake to comply with the terms of such agreed Collab. In addition, a Brand may require you to accept additional terms and conditions in addition to those set out in these Influencer Standard Terms. These will be specific to the Collab Brief and will also form part of the Collab agreement between you and a Brand.
- 5.3. We may, but are not obliged, to offer you Incentives to participate in Collab Opportunities from time to time.

5.4. It remains your sole responsibility to:

5.4.1. communicate with the Brand exclusively via the Platform and co-operate with them in relation to reasonable requests made by them Brand concerning a Collab Opportunity, a Collab Request and/or Collab Brief, such as, but not limited to, providing the Brand details of your follower demographics so that they may verify compliance with any applicable laws, rules, regulations and/or guidelines in relation to advertising and influencer marketing;

5.4.2. comply with, and perform all applicable terms of a Collab, including without limitation producing and supplying the Content to a Brand in accordance with an agreed Collab Brief;

and we accept no liability, and you agree that neither we or a Brand shall be responsible for, any claims, losses, liabilities, damages, costs or expenses in relation to your failure to comply with this clause 5.4 with respect to our Services or, as applicable in relation to Collab.

5.5. A Collab will be deemed completed for the purposes of this Agreement on the earlier date being (i) when a Brand has approved on the Platform all applicable Content created by you for publication; (ii) when the Content was posted by you, or by any person on your behalf, on any media.

5.6. If there are any issues with a Collab, for example, a Brand has not provided you with relevant Collab Materials in order for you to properly fulfil your obligations further to a Collab Brief, or there are circumstances which are outside of your reasonable control, you must report such issue to: (i) the Brand; and (ii) us, immediately by contacting us here: <https://gifted.social/contact>, and in each case provide reasonably detailed particulars relating to the issue affecting you.

5.7. You also agree, in good faith, to work with the Brand to remedy any such issue where remediable, for example, fulfilling your obligations pursuant to Collab at a later date as mutually agreed between you and a Brand. If no remedy for such issue can be agreed between you and a Brand having made all reasonable attempts to remedy such issue, and with the exception of a breach of Collab obligations, you acknowledge and agree that neither the Brand nor you shall have any further obligation or liability in relation to that affected Collab.

5.8. You acknowledge and accept that our Platform and Services are provided to you as mere conduit for the self-service and the facilitation, organization, management, and execution of a Collab between a Brand and you. We do not, at any time, commit to the management of any Collab Requests, Collab Offers, Collab Invitations, Collab Opportunities and/or Collabs (whether live or historic) for or on your behalf under this Agreement and we shall

not be responsible, nor liable, for the execution of your Collab Opportunities and Collabs with Brands that you choose to engage. We encourage you to always maintain clear communication with a Brand during a Collab.

5.9. We make no representation or warranty in relation to the suitability of a Brand and/or or non-infringement of any Collab Materials delivered by a Brand to you. You are solely responsible for reviewing and approving the Brands you work with and ensuring that your Content is compliant with all applicable laws, regulations and guidelines applying to your Content such as, but not limited to, those relating to any advertising regulations and marketing disclosures.

5.10. You are solely responsible for resolving any disputes between you and a Brand (“**Brand Dispute**”). We will not be responsible, nor shall we be involved in or have any liability, for any dispute resolution or mediation process in connection with a Brand Dispute. We may, in our sole discretion and on a non-precedential basis, offer suggestions and/or support to the relevant parties to assist with remediation efforts. If you were at fault in relation to a Brand Dispute (determined by the Brand, at their reasonable sole discretion, having made all reasonable enquiries), we may place a strike against your Account. If you receive three strikes on your Account, you may not be able to use our Platform and we reserve the right to disable your access to our Platform and Services. If you believe that a strike has been incorrectly or mistakenly placed on your Account, you can contact us here: <https://gifted.social/contact>, and provide reasonably detailed particulars relating to the issue affecting you.

5.11. Any information or guidance that we or a Brand provides you or is available on our Platform is on an “as-is” basis and it is your responsibility to ensure that you are fully able, willing and have or are in possession of all equipment to properly meet the requirements of Collab.

6. Your obligations and warranties

6.1. You agree to provide us and a Brand with all necessary and reasonable co-operation in relation to a Collab under this Agreement.

6.2. By using our Platform and Services, you warrant, represent and undertake to us and the Brand, that:

6.2.1. you have legal capacity to enter into this Agreement and have the power and authority to do so and in doing so you will not be in breach of any obligation to any third party;

- 6.2.2. you have the necessary skills, knowledge and competency to fulfil your obligations pursuant to a Collab Brief and produce and deliver the Content to a Brand accordingly;
- 6.2.3. the Content (excluding any Collab Materials) and use of the Content by a Brand, including any use of your image rights (such as your name, nickname, photo, likeness, voice, avatar, signature, personal brand and associated fame and/or goodwill) as may be contained in the Content, will not will not infringe any third party Intellectual Property Rights or any other rights of any third party (including privacy or publicity rights);
- 6.2.4. you will not, during the Collab and/or within the Content, make any statement or do anything or conduct yourself in a manner that disparages or adversely affects the promotion of, the Brand, the Collab and/or the Gifted Product/Service or brings the Brand, the Collab and/or the Gifted Product/Service into disrepute, contempt, scandal or ridicule;
- 6.2.5. you shall not share views or engage in behaviour (whether in your professional or personal lives) which could be interpreted as racist, anti-Semitic, homophobic, misogynistic, intolerant of religions, violent or extremist, bullying or aggressive towards others, pornographic, or involving any criminal activity, and you will immediately inform us and the Brand of any content involving you (whether current or historical) which breaches the obligations set out in this clause or which does not align with the values of the Brand, or which could be reputationally damaging to us and/or the Brand or in connection with any Collab;
- 6.2.6. unless prevented by ill health, accident or such reason beyond your reasonable control, you shall devote such time as is necessary to the carrying out of your obligations pursuant to the Collab Brief as may be necessary for its proper performance;
- 6.2.7. you shall be solely responsible for your own taxes, and you shall account to any tax authority for any contributions (including Gifted Products/ Services) you may have received from a Brand, and/or any Incentives from us, in connection with a Collab in compliance with applicable laws and regulations in the jurisdiction in which you reside;
- 6.2.8. you do not and will not artificially increase your subscribers or followers by buying them or by other methods such as but not limited to using 'bots' or similar technologies or arrangements to artificially inflate your viewership or audiences;
- 6.2.9. your Content (excluding Collab Materials) when used in connection with a Collab must comply with all applicable laws and regulations, including without limitation any

guidelines in place from time to time issued by government and regulatory bodies in relation to influencer marketing practices, such as, but not limited to, those issued by the ASA (see here: <https://www.asa.org.uk/resource/influencers-guide.html>) or FTC (see here: <https://www.ftc.gov/business-guidance/advertising-marketing/endorsements-influencers-reviews>) in connection commercial endorsements, and any other relevant law, rule, guidelines, issued by a government or regulatory body that regulates advertising within your local jurisdiction; or applicable privacy laws or data protection laws or regulations;

6.2.10. Where requested by either a Brand or ourselves, you will supply full details of performance data relating to the published Content, including without limitation such impressions, viewer engagements reach, likes, views count and/or similar metrics and insights. You also grant us permission to access data through API access to other social media platforms or via any other means as we deem appropriate;

6.2.11. you are not a member of any guild, union or similar organization such that the use of your Content or image rights would trigger any guild, union or third party payments or other obligations. In the event that you are, you agree to notify us and the Brand immediately;

6.2.12. if you have engaged any third parties to assist you with the production of your Content, or have otherwise included or featured any third parties within your Content, you have obtained all such licences, waivers, or consents necessary for the Brand to use the Content in connection with the Collab and as specified in the Collab Brief and you shall, shall where requested by us or a Brand, provide such evidence of the same;

6.2.13. you shall not Process the personal data of or held by the Brand except as permitted and in compliance with the UK GDPR.

6.2.14. shall not reverse engineer, decompile or disassemble the Platform and/or our Services (or any part thereof) or otherwise attempt to obtain any source code relating to our Platform.

6.3. You agree to credit us with respect to any Content posted on your social media pursuant to a Collab completed via our Platform with the hashtag ‘#Gifted’ [and/or ‘#Gifted.Social’]. Your credit obligations pursuant to this clause 6.3 are not marketing communication disclosures which include using ‘#ad’ or ‘AD’, or similarly accepted disclosures by advertising authorities in your applicable jurisdiction, to disclose your commercial affiliation with a Brand, and which you are required to comply with as the case applies, in addition to this clause 6.3 and pursuant to clause 6.2.9.

7. Intellectual Property

- 7.1. You may not use any Collab Materials for purposes otherwise not set out in a Collab Brief.
- 7.2. Whenever you make use of a feature that allows you to create or upload content, including any Collab Materials, directly on our Platform, upload or share content to our website, or to make contact with other users of our website, such as Brands, you must comply with the standards set out in our Platform Terms and Acceptable Use Policy <https://gifted.social/gifted-acceptable-use-policy.pdf> . You warrant that any such contribution complies with those standards, and you are liable to us and the Brand for Content in breach of such Platform Terms and Acceptable User Policy and indemnify us and the Brand for any breach of that warranty. This means you will be responsible for any loss or damage we or a Brand may suffer as a result of your breach of warranty.
- 7.3. When you complete a Collab with a Brand and produce Content for them, you are granting to the Brand a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your Content for the purposes set out in the Collab Brief. You also grant us the right to use your Content on the same basis set out in this clause 7.3 for our research, training our AI systems and models, award, press, publicity, file and/or reference purposes.

8. Indemnity

You agree to compensate, defend and keep us, the Brand and our affiliates and each of our respective officers, directors, employees, successors, assigns and licensees harmless and fully indemnified against any liabilities, costs, expenses (including other reasonable professional costs and expenses), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties (calculated on a full indemnity basis), and/or damages suffered or incurred by us or the Brand arising out of or in connection with any claims, actions or legal proceedings brought against us or the Brand by any person as a result of: (i) any breach or alleged breach of any term of this Agreement by you or on your behalf; (ii) any breach or alleged breach of any term of Collab or Collab Brief by you or on your behalf; and (iii) any use or exploitation of the Platform and/or Services (or part thereof) by you or on your behalf in contravention of this Agreement, any laws, regulations or related guidance.

9. Confidentiality

- 9.1. Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of

the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.1.

9.2. Each party may disclose the other party's confidential information:

9.2.1.to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

9.2.2.as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9.4. If any part of a Collab Brief is deemed to contain any confidential information as designated by a Brand, you must keep such information confidential as specified by the Brand in the Collab Brief.

10. Duration of the Agreement, Collabs and Termination

10.1.The terms of this Agreement shall apply for as long as you are using our Platform and Services and until you delete your Account on our Platform.

10.2.The term of the Collab (if any) will be that communicated to you by a Brand or as otherwise set out in the Collab Brief.

10.3.You may delete your Account on our Platform at any time, in writing, by contacting us here: <https://gifted.social/contact> .

10.4.In addition to our right to remove any materials you or we may upload to the Platform, we may immediately suspend, restrict, or terminate your access to the Platform and Services or terminate our Agreement with you if we reasonably believe you failed to comply with this Agreement or our Acceptable Use Policy.

11. General matters

11.1.Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between you, us and/or a Brand or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

- 11.2. The terms of this Agreement may be amended or terminated only by a written instrument as agreed by us and you. The terms of any Collab or Collab Brief may be amended or terminated only by a written agreement between you and a Brand.
- 11.3. We have the right to disclose your identity to anyone who is claiming that any Content posted or uploaded by you to our website violates their Intellectual Property Rights or their right to privacy.
- 11.4. We may transfer our rights and obligations under these terms to another organization.
- 11.5. Any provision in this Agreement which is intended to survive this Agreement shall continue to apply on or after such expiry or ending of the Agreement, including without limitation clauses 2,3, 5.2, 5.5, 5.8, 5.9, 5.11, 6,7,8,9,10, and 11.
- 11.6. If you fail to comply with this Agreement, or a Collab, and we or a Brand takes no action against you, or if we delay in doing so, that will not mean that we have or the Brand has given up our or their rights against you and (subject to statutory limitation periods). We and the Brand will still be entitled to enforce our rights and remedies against you in relation to that failure to comply.
- 11.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision or part-provision will be deemed deleted from this Agreement but such deletion shall not affect the validity and enforceability of the rest of this Agreement which shall remain in effect.
- 11.8. The Collab forms the entire agreement between you and the Brand.
- 11.9. Each party irrevocably agrees, for the sole benefit of MHW Global Ltd t/a Gifted Social that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause limits the right of a Brand or an Influencer to take proceedings against, as the case applies, the applicable Brand or Influencer in respect of any dispute or claim (including non-contractual disputes or claims) arising between a Brand and Influencer out of or in connection with a Collab, in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 11.10. Where our Platform contains links to other sites and resources provided by third parties (such as third party social media sites and platforms), these links are provided for your information only. Such links should not be interpreted as approval by us of those linked

websites or information you may obtain from them. We have no control over the contents of those sites or resources.

11.11. We may update and change our Platform from time to time to reflect changes to our products, Services, our users' needs, user experience and our business priorities. We will try to give you reasonable notice of any major changes that may affect you.

11.12. We amend these terms from time to time. Every time you wish to use our Platform, please check these terms to ensure you understand the terms that apply at that time.

11.13. These Influencer Terms of Service, together with our Platform Terms and Acceptable Use Policy, shall form the entire agreement between us and you.