

## **BRANDBUDDIES.NET - TERMS OF USE**

These terms and conditions are made between BBuddies Limited, a company registered in England and Wales with company number 10528118, registered at Office 7 35-37 Ludgate Hill, London, United Kingdom, EC4M 7JN, herein defined as **Service Provider** and you, the individual or body corporate seeking to purchase goods and services from individual and corporate sellers via a domain [www.brandbuddies.net](http://www.brandbuddies.net) (**Platform**).

### **1. DEFINITIONS**

**ACCOUNT** – Brand Account or Buddy Account, unless the context clearly refers to a Brand Account only or a Buddy Account only;

**ADDITIONAL SERVICES** – customised Services provided by the Service Provider at the request of the Customer;

**AGREEMENT** – a service contract between the Service Provider and the User in accordance with the terms of these Terms of use;

**BADGE** – virtual reward for Brands and Buddies in a form of a graphic element; Brands can award Badges to Buddies; Badges are either free or available for purchase at the BrandBuddies Store;

**BRAND** – a Customer with an active Account on the Platform;

**BRAND ACCOUNT** – service provided electronically; customisable part of the Platform which stores Content and which is dedicated for the exclusive use of Brands; this Account allows Brands to use the Services, in particular the function of displaying the Tasks and Commissions;

**BRANDBUDDIES STORE** – a sub-page of the Platform reserved for purchases of services and goods offered by the Service Provider; BrandBuddies Store Regulations can be found at [www.brandbuddies.net/termsfuse](http://www.brandbuddies.net/termsfuse);

**BROFIST** – virtual currency used by Buddies on the Platform to pay for the opportunity to participate in a Task/Commission; Brofists may be purchased by Buddies in the BrandBuddies Store;

**BUDDY** – a Customer with an active account on the Platform;

**BUDDY ACCOUNT** – service provided electronically; customisable part of the Platform which stores Content and which is dedicated for the exclusive use of Buddies; this Account allows Buddies to use Services, in particular the function of offering to complete Tasks and Commissions;

**BUDGET** – the maximum price payable by a Brand to Buddies/Service Provider for the provision of Buddies' Services, plus VAT, together with the costs of administering the provision of Services. The Budget constitutes the total amount of Remuneration in cash which is offered by a Brand to Buddies who will carry out a Commission as specified by the Brand;

**COMMISSION** – an agreement between a Brand and a Buddy under these Terms of use according to which a Buddy is commissioned by the Brand to perform services for which he receives Remuneration in cash;

**CONTENT** – any present, past and future contents, data, information or graphic and audio-visual material, posted voluntarily by Users on the Platform;

**CUSTOMER** – a User or an entity represented by the User who contracted with the Service

Provider for the provision of Services and for whom the Account has been established;

**FEE** – a payment for the Service as indicated in the Price List or bespoke fee quote;

**FORCE MAJEURE** – means any circumstance not within a Party's reasonable control which has caused a Party to these Terms of use to be unable to perform its obligations under these Terms of use and which cannot be remedied within a reasonable period, except where such circumstance was caused or brought about by a Party itself, and including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, 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, nuclear, chemical or biological contamination or sonic boom, 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, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) and interruption or failure of utility service;

**ORDER** – declaration of will by a Brand leading directly to the conclusion of Task/Commission Agreement and indicating the terms of Task/Commission; the Order sets out the requirements which must be met by a Buddy in order to recognise Task/Commission as completed and executed;

**PARTY or PARTIES** – Service Provider and Customer;

**PLATFORM** – the website available at [www.brandbuddies.net](http://www.brandbuddies.net), administered and owned by the Service Provider;

**PRICE LIST** – a list setting out the Fees for individual Services and which can be found at <https://www.brandbuddies.net/pricing>;

**PRIVACY AND COOKIES POLICY** – a policy document regulating Users' digital safety on the Platform and which can be found at [www.brandbuddies.net/privacypolicy](http://www.brandbuddies.net/privacypolicy); the Privacy and Cookies Policy is incorporated into these Terms of use by reference;

**PROFILE** – customised part of the Platform linked to an Account which contains and displays User's publicly available data;

**REMUNERATION** – Remuneration in cash or Remuneration in kind, unless it is clear from the general context, that it refers only to Remuneration in cash, or only to Remuneration in kind;

**REMUNERATION IN CASH** – payment of cash consideration by a Brand to a Buddy in return for a Commission under the terms of these Terms of use;

**REMUNERATION IN KIND** – remuneration in kind granted by Brand for Buddy in return for the execution of a Task, which may be in the form of material (excluding money) or non-material goods; Remuneration in kind may not be in a form of goods which are dangerous, unhealthy or otherwise immoral;

**RESERVATIONS** – circumstances indicating that a Commission or a Task was completed partially or not completed at all, or completed in a way which contravenes the terms of the Order;

**SERVICE** – services provided electronically by the Service Provider, including but not limited to providing access to the Platform and sending e-mail notifications to Users concerning the activity of the User within the Platform;

**TASK** – an agreement between a Brand and a Buddy in accordance with these Terms of use based on which a Buddy performs a task as requested by a Brand and for which Remuneration in kind is payable;

**TERMS OF USE** – the terms and conditions set out herein, or as amended from time to time by the Service Provider; and

**USER** – the individual or body corporate accessing the Platform for professional or commercial use.

## **2. PRELIMINARY**

1. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
2. A reference to written or in writing includes email.
3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
5. The Service Provider may update these Terms of use and any aspect of the Service from time to time and will notify you of such changes by uploading details of such changes to the Platform. You are advised to check the Platform on an interim basis to see whether any provisions of these Terms of use have been amended, modified, or adapted in any way. By accessing the Platform, you agree to these Term of use.
6. The Terms of use are provided to you free of charge in a permanently accessible form. Please print these Terms of use if you intend to use the Platform and keep for future reference.
7. The Privacy and Cookies Policy is incorporated into these Terms of use by reference and is available for view at [www.brandbuddies.net/privacepolicy](http://www.brandbuddies.net/privacepolicy).
8. If you do not accept these Terms of use, do not to use the Service and do not enter the Platform.

## **3. USING THE SERVICE**

1. Access to the Platform is permitted on temporary basis. The Service Provider may cease access to the Platform at any time. The Service Provider will not be liable if for any reason at any time the Platform is not available.
2. In order to successfully access and fully use the Platform the User must meet the following basic technical requirements:
  - 2.1. the User must access the Platform through a device with internet connection that provides a good quality display of the interface of the Platform;
  - 2.2. the User must have an active e-mail account;
  - 2.3. the User has to operate an up-to-date internet browser of a technical standard equal to or corresponding to Chrome 45.0+, FireFox 40.0+, Internet Explorer 9+; and
  - 2.4.the User must have enabled Cookies and JavaScript support.
3. It is prohibited to use the Platform in a way which is contrary to the law, these Term of use or in any other way which can reasonably be considered immoral or socially harmful. The Service Provider reserves the right to take down any Content which is deemed inappropriate by the Service Provider. Users are obliged not to display any illegal content on the Platform.
4. The Service Provider reserves the right to restrict individual access to the Platform and the Service, whether the individual has an Account, or not.

5. If the User chooses, or is provided with, a user identification code, password or any other piece of information as part of the security process, the User must treat such information as confidential, and must not disclose it to any third party. The Service Provider has the right to disable any user identification code or password, whether chosen by you or allocated by the Service Provider, at any time, if in the opinion of the Service Provider the User has failed to comply with any of the provisions of these Terms of use. The decision of the Service Provider shall be final and binding.
6. Neither Service Provider nor Users do not commit to undertake any work by registering on the Platform. Registration on the Platform shall not constitute an offer.
7. The Service Provider can at any time and for any reason alter the layout, design, individual components and functionality of the Platform and Services without the permission of the User. Such changes will not constitute an amendment to the terms of these Terms of use.
8. Detailed guidelines on the functioning of the Platform and individual Services are available on the dedicated subpages of the Platform.

#### **4. INTELLECTUAL PROPERTY**

1. The Service Provider owns, or is the licensee to, all rights, title and interest in to the Website, and the Service. This includes all rights to patent, copyrights, trade secret, and any and all proprietary rights of whatever nature, including all applications, renewals, extensions and restorations thereof. By agreeing to these Terms of use, the Users undertake to the Service Provider that they will neither attempt, nor procure the modification, modification, adaptation, or translation of the Platform, nor shall procure the creation of derivative works from or to the Platform.
2. The Platform and its components, including design and contents, are protected by copyright and /or intellectual property laws. Users cannot reproduce, distribute or publish these components – in whole or in part – without the consent of the Service Provider. In particular, these Terms of use do not allow the User to reproduce, distribute, loan, sell and in any other way redistribute indirectly and directly, whether in return of payment or free of charge, excluding the components of the Platform of the Service Provider.
3. Users must not extract the Content of the Platform for any purpose whatsoever without the explicit written permission of the Service Provider or the identified owner of the Content. The Service Provider is committed to respecting the intellectual property rights of third parties and expects the same level of consideration from Users.

#### **5. USERS**

1. The following persons can become a User:
  - 1.1 Individuals over 18 years old;
  - 1.2 Legal persons including but not limited to limited companies, companies limited by a guarantee, charities and unincorporated associations;
  - 1.3 Minors under the age of 18 but over the age of 13, in accordance with clause 5.2 (**Minor User**).
2. A Minor User can become a User provided he:
  - 2.1 is at least 13 years old or over; and
  - 2.2 is not prohibited by law or a court order from entering into legal relations;
  - 2.3 has obtained explicit written consent from at least one parent or legal guardian to enter into an Agreement and use the Platform (**Consent**) and such Consent has been communicated in writing to the Service Provider; and
  - 2.4 such Consent has been obtained prior the entry into an Agreement.

3. By creating an Account on the Platform, the Minor User communicates in writing to the Service Provider that the Consent has been obtained and that he is proceeding with the permission of at least one parent or legal guardian.
4. The Service Provider is entitled to verify the existence of the Consent under clause 5.2 before the conclusion of the Agreement and throughout its duration. Minor Users must also all the time be able to present a hard copy of the Consent signed by at least one parent or legal guardian, in any case no later than at the moment of making an offer to execute a Task or a Commission.
5. Minor Users or other persons, who by law or agreement are their legal guardians, remain fully responsible for the Minor User, including but not limited to, any damages owing to the Service Provider and Brands arising out of or as a direct consequence of the acts or omissions of the Minor User.

## **6. THE ACCOUNT AND OTHER SERVICES**

1. In order to create an Account and conclude an Agreement, Users set up an Account by completing the registration procedure. Registration is initiated by the registration form available on the Platform or through the appropriate plugins provided by social networks. Next, the User follows the directions on the Platform and instructions included in the e-mail sent to the User in order to activate the Account.
2. The Service Provider may at any time require the User to verify the data provided as a part of the registration process or when the User posts on the Profile in order to register the Account. In particular, the Service Provider is entitled to verify Account registrations by contacting the current or prospective Users via social media and/or request to submit the documents proving the veracity of the registration.
3. By registering the Account the User declares that he acts on behalf of the Customer and is hereby legally authorised to act in the name and interest of the Customer.
4. When the Service Provider confirms the Account registration, the Agreement is concluded between a Customer and the Service Provider free of charge. If the User is not authorised to enter into the Agreement, the Agreement shall be void ab initio.
5. The Service Provider may require the User to provide specific information or consents to use selected Services within the Platform. The Service Provider may restrict some the functionalities of the Platform to those Users who have paid a Fee. Users will be informed of these restrictions through appropriate announcements of the Platform. Failure to pay a Fee by the User will prevent him from using all the functionalities of the Platform.
6. User may not transfer its rights and obligations under the Agreement without the written consent of the Service Provider (sent in an electronic form).
7. The Account includes the data provided by User during the registration. User is obliged to keep the data up to date and correct. In the event of subsequent amendment, User should immediately update them using the appropriate form/editing the Account.
8. User may not use the Accounts of other Users or share his Account with other people, except where:
  - 8.1. sharing of the Account to a representative acting on his behalf has been duly authorised by the Customer;
  - 8.2. connecting Brand Account with other Brand Account, whose owner is acting on behalf of the Brand, for whom Tasks/Commissions are executed.
9. The Account may be deleted by a User at any time, by requesting the Service Provider to delete the Account (via e-mail, provided that the message must come from an e-mail address provided by the User at the moment of the Account registration) or by reporting the Account

to be deleted with “Delete Account” option. The agreement to maintain the Account is terminated when the Service Provider deletes the Account.

10. The Account removal is simultaneous with the termination of the Agreement. By removing the Account, the Customer waives the right to continue using the Services he already paid for. In the event of termination of the Agreement or removal of the Account, the Service Provider is not obliged to refund any Fees paid or due (payable but unpaid).
11. Violation of these Terms of use by the User, in particular acting to the detriment of the Service Provider or other Users, may result in the following consequences (as determined by the Service Provider in his absolute discretion):
  - 11.1. a warning to the User from the Service Provider,
  - 11.2. making use of the Platform conditional upon the confirmation of the User’s identity/credibility,
  - 11.3. making a use of the Platform conditional upon the confirmation that the User met his obligations under the terms of the Task/Commission,
  - 11.4. blocking the access to the Account,
  - 11.5. a removal of the Contents from the Account,
  - 11.6. a removal of the Account and immediate termination of the Agreement,
  - 11.7. preventing the User from re-creating the Account.
12. The above clause 12.11 also applies in the event the Service Provider receives a reliable information or official notification of the unlawful nature of the Account or the Contents.
13. Service Provider will inform the User about the Account removal and termination of the Agreement via a message sent to the e-mail address given at the time of registration, stating the grounds of such termination of the Agreement.
14. When the Account is removed and/or when the Agreement is terminated the User will lose access to the Account and all its Contents permanently. The Service Provider shall have no liability for any loss resulting from the removal of the Account or termination of the Agreement.

## **7. PROFILE**

1. By creating a Profile, the User:
  - 1.1. allows the Service Provider to disseminate images posted on the Platform to provide the Services and to use the functionality of the Platform,
  - 1.2. declares that persons whose image is available on the Platform, have given their specific consent to disseminate their images as explained in clause 7.1.1,
  - 1.3. agrees to remove the Contents that are inconsistent with these Terms of use, quality policy or the concept of the Platform, or violate the principles of morality, or promote unhealthy behaviours.
2. It is prohibited to create Profiles:
  - 2.1. which do not represent the identity of the Customer, in particular it is prohibited to create fictional or fake Profiles,
  - 2.2. used for sending spam/unsolicited commercial information,
  - 2.3. that are sexually oriented or sexual in nature,
  - 2.4. used exclusively for the purposes of research, in particular research analysing the behaviours or patterns of the Users and or carrying out public opinion polls.

## **8. TASKS AND COMMISSIONS**

1. Service Provider provides a platform for matching Brands and Buddies and enables to negotiate and conclude agreements between a Brand and Buddy on the terms set out in these

Term of use. Service Provider is not a party to the agreements concluded on the Platform (unless expressly provided otherwise) and is not involved in the conclusion of agreements between Customers.

2. By creating a Task/Commission, User declares that it acts on the request of the Customer and is sufficiently authorised to act in the name and interest of the Customer.
3. A Task/Commission is published within 24 hours from the moment of its creation. By publishing a Task/Commission, the Brand declares that the subject matter of the Task/Commission or the terms thereof do not infringe the law or violate the rights of third parties. Service Provider may refuse to publish the Task/Commission if it violates the terms of these Terms of Use. If the terms of these Terms of use are infringed the Service Provider reserves a right to withhold the Fee paid by a Brand for publishing a Task/Commission.
4. A Brand may send an individual invitation to a Buddy to participate in a Task/Commission.
5. Tasks and Commissions are executed by a Buddy based the Order of the Brand. The terms of the Order must be complete and specific and must not mislead other Users. Brand is fully liable for a description of a Task/Commission, in particular for any mistakes and inaccuracies of such description. In addition, Brand must specify the Budget when creating a Commission. The Service Provider reserves the right to keep the Budget hidden for Buddies.
6. An Order must be placed in the category which is appropriate for the type of a Task/Commission being advertised.
7. The terms of the Order may change at any time before one or more Buddies are selected by the Brand to execute the Task/Commission. The Task/Commission recruitment period may end early or may be extended by the Brand but the maximum duration is 14 days.
8. Buddies may answer to an Order through the tool on the Platform, provided they have an adequate number of Brofists. Additionally a Buddy shall indicate the amount of Remuneration in cash he is looking to receive in return for executing the Commission.
9. An offer is created by the Brand approving the terms on which the Buddy is willing to execute the Task/Commission as set out in clause 8.8. The Brand makes an offer by creating a Task/Commission Agreement in a form of a summary of the final conditions of the Order. Once Buddy accepts them, Task/Commission Agreement is concluded under the terms specified in the final Order.
10. After the end of Task/Commission implementation period, the Brand is obliged to confirm the Task/Commission has been executed properly or report Reservations. In the event of Reservations, the Brand shall provide the grounds for making a Reservation by communicating them via the Platform within 72 hours. In the absence of a justification/grounds and after the 72h deadline has passed, it is considered that the Brand confirmed the correct execution of the Task/Commission by the relevant Buddies.
11. If a Brand confirms proper execution of a:
  - 11.1. Task – Brand is required to provide Buddy with Remuneration in kind as set out in the Order within 21 days into his bank account;
  - 11.2. Commission – Brand is required to provide Buddy with Remuneration in cash as set out in the Order within 21 days into his bank account.
12. By receiving Remuneration Buddy grants to the Brand an unlimited licence (including the right to sub-licence) to use, in whole or in parts, the materials he created to execute the Task/Commission. This licence includes but is not limited to the following uses of the materials produced: to make copies of the Task/Commission in print, reprography, magnetic record and digitally; to resell or rent out the original copies of the materials or copies on which Tasks/Commissions were recorded; to otherwise disseminate the Task/Commission (including but not limited to for the purposes of public performance, display, presentation, reproduction and broadcasting as well as rebroadcasting); to share the Task/Commission publicly so that

anyone can access it at any time. Moreover, Buddy authorises a Brand to use and dispose of any materials produced as a result of the Task/Commission, and to allow a third party to use or disseminate it (including making changes to the original material produced by the User).

13. The Task/Commission shall not be validly executed unless the User agrees to transfer all the intellectual property rights (including moral rights) in the material produced, to the Brand. The User hereby agrees to transfer all the rights to any materials produced by entering into an Agreement with a Brand.
14. If Brand has Reservations, the Buddy is obliged to respond to the Reservations within 48 hours. If Buddy does not respond to Reservations within 48h, it is considered that Reservations are justified and Buddy is not entitled to any Remuneration.
15. A Brand is entitled to a refund of the Fee or Service Charge only in the following circumstances:
  - 15.1. The Commission is rejected by the Service Provider as not satisfying the conditions determined in these Terms of use; or
  - 15.2. no Buddy agreed to execute a Commission.
16. Service Charge or Fee also may be returned at the absolute discretion of the Service Provider to a Brand, in whole or in part, if objective evidence indicates that a Brand did not choose any Buddy to execute a Commission, or in other justified cases.
17. If a Buddy withdraws from a Task/Commission, or does not execute the Task/Commission, Brofists are not returned.

## 9. ADDITIONAL SERVICES

1. If additional services are required by the Customer, the Service Provider will provide a Customer with a bespoke fee quote for the provision of such Services which shall include:
  - 1.1. a specification of the additional service to be provided,
  - 1.2. a manner and timing of work to be carried out in relation to the provision of the additional service,
  - 1.3. an estimated maximum number of working hours necessary to implement this additional service,
  - 1.4. the cost of the additional service with a description of how the cost shall be settled between the Parties.
2. By confirming the terms set out at clause 9.1 above the Customer agrees to enter into the Agreement for the provision of the additional service which shall be governed by Additional Service Regulations – Brand and Additional Service Regulations - Buddy.

## 10. PRICES AND PAYMENTS

1. The use of Services provided by Service Provider on the Platform is chargeable as set out in the conditions and at the rates specified in the Price List or in a bespoke fee quote for the provision of the Services. **The Fees and quotes are net of tax, save as expressly provided otherwise in writing.** Service charge is rounded up to nearest pence.
2. The Service shall not commence unless the User pays a Fee. Where the Service is for the promotion of a Task/Commission or a Profile the Service shall not commence unless a Fee is paid and payment terms have been agreed with the Service Provider.
3. Before purchasing the Service, the User will see the Service and Fee summary. The summary shall constitute an offer. By pressing the payment activation button the User accepts the offer on the terms as laid out in the summary. By clicking the 'PAYMENT' button the Agreement for the provision of Service is concluded and a Fee becomes payable.
4. If User do not pay the Fee, Service is not provided, subject to Additional Services, for which Parties may agree for a payment after implementation of the Service. A Service which has been



provided and which remains unpaid may be removed by Service Provider at any time.

5. Payments within the Platform do not include delivery costs of Remuneration in kind to the User and other costs connected with execution and completion of a Task/Commission, including costs of conclusion of a Task/Commission agreement in a written form. User is responsible for and charged with such costs.
6. Fee is not returned in the event that a Task/Commission is removed by User.
7. Service Provider is entitled to change the conditions specified in the Price List with immediate effect. Such change does not constitute an amendment to the Agreement.
8. If the User does not pay the Fee which is overdue and the Parties have agreed an extension of payment and the deadline for the extension of payment has passed (as set out in the reminder email sent to User's email address), the Service Provider is entitled to block the Account with the possibility to re-activate it if the Fee has been paid. If User do not pay the Fee within the period indicated by the Service Provider again, Service Provider is entitled to terminate the Agreement with immediate effect and delete the User's Account.
9. If the Agreement is not executed by the Service Provider for reasons attributable to him, or if the Fee was unduly paid, Fee may be returned in whole or in part to the Customer, in the same way in which it was collected.

## **11. RATING AND COMMENTS SYSTEM**

1. A rating system is available for Users within the Platform in a form of scoring the Users on a scale from 1 to 5, commenting and granting Badges.
2. Ratings, comments and Badges are public and visible to all Users on their Profiles.
3. Ratings and comments may be given after the execution of a Task/Commission.
4. Comments must not contain: Content in a form of advertisements, Content that is vulgar, obscene, pornographic or inciting to hatred. Service Provider is authorised to remove comments and Content which violates these conditions.
5. When rating or commenting it is illegal to act in a way that may result in artificial over-rating and under-rating of the credibility of Users.
6. Service Provider grants Badges on the basis of objective and verified performance indicators of Brands and Buddies within the Platform. Service Provider does not monitor the activities of Brands or Buddies.

## **12. CONTENTS**

1. By using the Platform the User agrees not post the Contents which:
  - 1.1.violate the rights of third parties,
  - 1.2.contain threats, incite to aggression or contain elements of violence,
  - 1.3.may be used for illegal, misleading, malicious or discriminating purposes,
  - 1.4.are inappropriate for persons under 18 years old,
  - 1.5.are antisocial, immoral or and contrary to netiquette rules,
  - 1.6.contain vulgarisms and phrases that may in any way violate someone's dignity,
  - 1.7.promote websites that do not belong to Service Provider, or to any of the Users.
2. The Service Provider does not maintain an ongoing control over the Content posted by Users on the Platform. In particular, the Service Provider does not monitor the information included in the Orders. The Service Provider excludes any present, past and future liability, in tort, contract or otherwise, for any loss, financial or otherwise, arising out of or in connection to any Contents posted by Users on the Platform or any social media accounts connected with it.
3. When the Service Provider receives an official notification reporting unlawful Content stored on the Platform or related to the activity of the User, the Service Provider reserves the right to

suspend access to such Content and inform the relevant offending User via e-mail of the intention to suspend the Content giving reasons for such decision.

### **13. OBLIGATIONS OF THE SERVICES PROVIDER**

1. Service Provider provides IT infrastructure of the Platform and ensures its smooth technical functioning.
2. Service Provider is not responsible for any loss resulting from:
  - 2.1. violation of these Terms of use by a User, in particular by providing any untrue information at the moment of registration or by creating an Account or Task/Commission without being sufficiently authorised;
  - 2.2. not complying with the requirements of providing Services by a User;
  - 2.3. a removal of Service when a Fee has not been paid;
  - 2.4. sharing of the login and password of the Account to a third party by a User;
  - 2.5. activities of malicious/harmful software (malware) illegally introduced to the Platform by a User or third parties;
  - 2.6. removing an Account;
  - 2.7. termination of the Agreement by Service Provider as a result of an act or omission of the User;
  - 2.8. short-term disruptions in the Service or temporary loss of access to the Platform caused the repair, maintenance or upgrading works on the Platform or its components;
  - 2.9. mistakes or defects of the Contents (including legal or otherwise);
  - 2.10. publishing unlawful content by a User, infringing the rights of third parties;
  - 2.11. execution of a Task/Commission by the Buddy, regardless whether the execution of the Task/Commission was consistent with the Order, and regardless of whether the execution of the given Task/Commission may be considered dangerous to the Buddy, Brand or third parties;
  - 2.12. not implementing or improper implementation of a Task/Commission by Buddy, unless such damage is a result of deliberate action of the Service Provider.
3. As regards the Agreements concluded between the Service Provider and Users, Service Provider is only responsible for intentional injury only. The Service Provider shall not be responsible for any consequential or indirect losses incurred by the User.

### **14. TECHNICAL ASPECTS OF THE PLATFORM**

1. Service Provider shall use reasonable endeavours to ensure proper functioning of the Platform.
2. Service Provider undertakes to make the Service available except where the Service will be unavailable for the following reasons:
  - 2.1. loss of the Contents due to reasons involving the User,
  - 2.2. unlawful interference of the User or third parties in the Platform,
  - 2.3. a break resulting from technical work, referred to in the following,
  - 2.4. Force majeure.
3. In order to provide a better quality of Services and improve the operations on the Platform, Service Provider occasionally performs maintenance and upgrading work. Therefore, the Service Provider reserves the right to have breaks in implementing the Services which are necessary to carry out the technical work for no longer than 48 hours at any given time.

### **15. INFRINGEMENT REPORT AND COMPLAINTS**

1. A User who sees unlawful Content or Account on the Platform (in particular Content or Account which is infringing the intellectual property rights), should immediately inform the Service Provider via e-mail sent too [info@brandbuddies.pl](mailto:info@brandbuddies.pl) or by using the 'Report rules infringement' button on the Platform. If Service Provider obtains a reliable message about the

unlawful character of the data, Service Provider shall immediately prevent access to such Content or Account, having previously informed the User who placed the relevant Content on the Platform or who created the relevant Account of such intention.

2. In such cases, Service Provider is not responsible for the damage resulting from disabling access to such Content or Account.
3. User is allowed to file a complaint in relation to the functioning of the Platform and Services provided. The complaint should contain sufficient information about the nature and extent of the complaint and the root causes. The complaint should be sent via email to [info@brandbuddies.pl](mailto:info@brandbuddies.pl) or to the registered office of the Service Provider as set out at the beginning of these Terms of use.
4. Service Provider shall reply to the complaint within 14 (fourteen) days from the day of receipt, if the complaint was properly submitted. User will receive a response to the address from which the complaint was sent.

## **16. MISCELLANEOUS**

1. These Terms of use as well as the Agreement, will be governed by English law. Any dispute arising out of such Agreements or Terms of use shall be subject to the exclusive jurisdiction of the courts of England.
2. Nothing in these Terms of use shall be enforceable by a third party. However, nothing in these Terms of use shall exclude the rights of the Service Provider as an agent of the Brand.
3. If the Service Provider is prevented from its obligations under these Terms of use as a result of Force majeure performance of such obligations shall be postponed until Force majeure has ceased and performance of obligations can take place.
4. If any provision of these Terms of use is considered unlawful, invalid or unenforceable, such term or provision will to that extent be severed from these Terms of use, and the remaining terms and provisions of these Terms of use shall continue to apply notwithstanding such severance.
5. The Service Provider shall only be considered to have waived a right to a claim against a Customer for any failure to conform to and perform the terms under these Terms of use or an Agreement or otherwise if a director of BBuddies Limited issues a written notice to you confirming such waiver.
6. In matters not addressed in these Terms of use, BrandBuddies Store Conditions shall apply and supersede these Terms of use. Subject to the aforementioned, these Terms of use and any documents referred herein constitute an entire agreement between the Parties and supersede all previous drafts, agreements, arrangements, and undertakings between the Parties, whether oral or written. The Parties understand that no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms of use or any document referred thereto.

## **BRANDBUDDIES STORE REGULATIONS**

These regulations set out the terms and conditions of use of BrandBuddies Store. The Seller and owner of the BrandBuddies Store is BBuddies Limited, a company registered in England and Wales with company number 10528118, registered at Office 7 35-37 Ludgate Hill, London, United Kingdom, EC4M 7JN.

### **DEFINITIONS**

**BASKET** – service provided electronically; the basket shows the Products that the User wants to purchase, the price for each Product and the payment method; basket contains a form where User confirms the items to be purchased and conditions of the Order;

**BRANDBUDDIES STORE** – an integral part of the Platform, available at <https://www.brandbuddies.net/brand/shop/home> and <https://www.brandbuddies.net/buddy/shop/home>, which is an online store where Users may order available Products;

**BUSINESS DAY(S)** – Monday to Friday (except for public holidays in England and Wales);

**ORDER** – a declaration by the User that they want to purchase a Product; placing an Order leads to the conclusion of Sale and Purchase Agreement on the terms of the Order; an Order is placed using the Basket function; Orders can be made electronically via BrandBuddies Store sales system 24 hours a day, 7 days a week, 365 days in a year, provided that the Order is placed on a Business Day from 9 a.m. to 5 p.m.; Products are subject to availability;

**ORDER COMPLETION PERIOD** – a time in which the Order is assembled and then dispatched to the carrier in order to deliver the Product to the address provided by the User (except for the Digital Products); Order Completion Period does not include the delivery time;

**PLATFORM** – this website available at [www.brandbuddies.net](http://www.brandbuddies.net) where the Seller is the owner and administrator;

**PRIVACY AND COOKIES POLICY** – a policy document regulating Users' digital safety on the Platform; the policy is available at <http://www.brandbuddies.net/privacypolicy>;

**PRODUCT** – an item available in BrandBuddies Store which may be a subject of the Sale and Purchase Agreement; the exact characteristics of each Product are available on a subpage dedicated to each Product found on BrandBuddies Store;

**REGULATIONS** – the terms and conditions of BrandBuddies Store set out herein, or as amended from time to time;

**SALE AND PURCHASE AGREEMENT** – agreement for the sale and purchase of a Product between the Seller and the User in accordance with the terms of these Regulations and paid for via BrandBuddies Store payment system;

**TERMS OF USE** – terms and conditions of the Platform available at: <http://www.brandbuddies.net/termsfuse> ; where these Regulations contravene with the Terms of use, the Terms of use shall prevail; and

**USER** – a person who gained access to BrandBuddies Store in accordance with the terms set out in these Regulations.

## **1. GENERAL PROVISIONS**

1. BrandBuddies Store sells Products in material and non-material form (digital form), via the Internet. BrandBuddies Store also provides electronic services. The terms and conditions of electronic services provided by the Service Provider are set out and defined in the Terms of use.
2. Only Users who registered and logged onto the Platform may place Orders and conclude Agreements. Conditions of a registration are defined in the Terms of use.
3. Only Users who read and accepted these Regulations and the Terms of use may use BrandBuddies Store. Users cannot use the BrandBuddies Store without having previously accepted these Regulations.
4. Information provided on BrandBuddies Store does not constitute an offer but it does constitute an invitation to conclude the Sale and Purchase Agreement.
5. Sale and Purchase Agreements shall be concluded in accordance with English law and in the English language. The contract with the Seller and these Regulations shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **2. SALE AND PURCHASE AGREEMENT**

1. User places an Order by adding a Product to the Basket by clicking 'ADD TO BASKET' or 'PURCHASE NOW' button.
2. After placing an Order, User confirms his personal and delivery data on the Order form. After completing the Order, User confirms it and sends to the Seller via 'PURCHASE' button.
3. All throughout the Order placing process the User will have an opportunity to find and correct mistakes and modify the Order via BrandBuddies Store sales system before activating the 'PURCHASE' button. After clicking on the 'PURCHASE' button, User may change the Order (in particular correct any mistakes in a delivery information provided) before a parcel containing the Product has been dispatched. Amending the delivery information shall be done by direct and immediate contact (over the phone or via e-mail) with the Seller.
4. By placing an Order, User places an offer to conclude the Sale and Purchase Agreement with the Seller for the sale and purchase of selected Products, on the terms set out in the Order. Conclusion of the Agreement occurs when the Seller accepts the offer, i.e. when User receives a confirmation of acceptance of the Order sent electronically by the Seller to the e-mail address provided by User in the Order.
5. The Seller retains discretion to refuse the Order, without providing a reason. In such case, the Seller shall not be liable to User for any costs, damages, loss or otherwise.
6. The Seller excludes any liability for and gives no warranty regarding the quality or fitness for purpose of any Products displayed in BrandBuddies Store.
7. The Sale and Purchase Agreement shall be processed and saved on the BrandBuddies Store sales system and will be sent to the e-mail address provided by User provided at the time of placing an Order.
8. Order Completion Date is 7 Business Days. The Order shall be processed by the Seller only after the Seller received a confirmation of payment from the payment provider.
9. Following the Order Completion Date the Product is handed over to the carrier (except for any digital Products) which are directly sent to User's Account or e-mail address provided in the Order.
10. If User wants to return a Product, then you have to contact the Seller via email who will advise you on the returns policy. Any digital Products purchased are not refundable.

### **3. PRICING**

1. Prices presented in the Basket are expressed in British Pounds and are inclusive of tax. The price does not include Product delivery costs. If User orders Products from outside of the UK, then User will be responsible for all and any import taxes, regulatory taxes, or any other taxes of any kind relevant to the jurisdiction in which User orders.
2. The total price of the Order is calculated by adding the total number of items placed in the Basket and confirmed in the Order form and multiplying it by the prices set out in the Order. The final price is indicated to the User in the Order summary.
3. Payment for Products is handled by and processed by the Service Provider or Krajowy Integrator Płatności SA (tpay.com) (registered address: 61-808 Poznań, ul. Świętego Marcina 73/6).
4. Users are obliged to pay immediately after activating the 'PURCHASE' button. Any unpaid Orders shall be cancelled.

### **4. PAYMENT METHODS**

1. BrandBuddies Store accepts the following payment methods: credit card payment, debit card payment, bank transfer, PayPal payment.

### **5. DELIVERY**

1. Product is delivered in the manner and to the address specified by the User in the Order form. Delivery time is up to 7 (seven) Business Days.
2. User may select one of the following forms of delivery: (a) PDP courier; (b) post.
3. User bears the costs of shipping and accepts the shipping charges as specified in the Order form. The Product will be shipped on condition of payment for the Order.
4. In the event a consignment turns out to be damaged before the acceptance for transport, User is obliged to immediately establish the extent of the damage and the circumstances of the damage by producing a suitable complaint protocol with the carrier. Complaints concerning defects or damage during transport will be considered only if a complaint protocol was made by the User and the carrier.

### **6. AMENDMENT TO THE REGULATIONS**

1. Seller can amend these Regulations from time to time. The Seller shall notify you of such amendments by uploading the details of such changes to the Platform. You are advised to check the Platform on interim basis to see whether any provisions of these Regulations have been amended.
2. Orders placed before the relevant amendments to the Regulations come into force shall be carried out in accordance with the terms which were in force as at the date of the Order.

### **7. FINAL PROVISIONS**

1. These Regulations do not affect your statutory rights.
2. Nothing in these Regulations shall be enforceable by a third party.
3. If the Seller is prevented from performing any of the obligations under these Regulations or otherwise as a result of any event outside its' control, performance of such obligation shall be postponed until the event outside its control has ceased and performance of obligations can take place.
4. If any term or provision of these Regulations is considered unlawful, invalid or unenforceable,

such term or provision will to that extent be severed from these Regulations, and the remaining terms and provisions of these Regulations shall continue notwithstanding such severance.

5. Seller excludes any liability in negligence, including the negligence of the User.