

CUCU

## CUCU SPORTS INFLUENCERS/ATHLETES AGREEMENT

Cucu is a platform enabling athletes and other influencers who register with the Cucu Platform to work with brands to provide promotional services. The athlete or other individual with a social media following registering to use the Cucu platform (either on his own behalf, or by means of a representative) is referred to in these terms as “You” or “the Influencer”. This Cucu Influencer Agreement governs Your participation in the Cucu promotion facilitation service (“the Platform”). It is binding on You and Us both and describes the requirements and restrictions applicable to You as a participant in the Cucu promotion facilitation service.

To register with Cucu You must be 18 years old or over. If You are under 18 years of age, You must appoint Your parent or legal guardian (or a representative that has been invested with the necessary authority by Your parent or legal guardian) to agree to these terms on Your behalf.

By registering for Cucu You agree to be bound by our membership terms and conditions. Please read these terms and conditions (the “Terms” or the “Contract”) below.

Key points to Note:

By clicking to sign up and register on the Platform and linking to us or notifying us of any of Your social media accounts, You are authorising us to create and publish content on those social media accounts. Our access to Your social media accounts will not just be ‘read-only’ – We can also post content to fulfil any campaign activity which You agree to in a Proposal. You are also authorising us to obtain from the social media service providers details of Your social media accounts and its usage, including Your followers and previous activity on the account.

Your entitlement to payment in respect of any agreed promotional activity is conditional on Us being paid by the relevant brand. If We do not receive payment from the brand, Cucu is not obliged to pay You.

If You authorise (by means of the Platform or App) an Agent to administer Your Influencer Profile and accept Proposals and submit Influencer-Generated Content on Your behalf, You authorise us to make payment to the Agent (and not You) of any fees arising out of such activity. You also authorise us to allocate the commission stated by the Agent when setting up Your profile. It is therefore important that You have invested in any Agent You appoint sufficient authority to do so and by nominating an Agent You confirm to Us that You have done so. You as the Influencer remain responsible for the acts and omissions of the Agent.

Please read this agreement carefully. Your attention is drawn in particular to clause 10 (which obliges You to reimburse us for all losses relating to Your breaches of this agreement), clause 14 (which states that you must give three months’ notice of termination of your involvement with Cucu Sports) clause 17 (obliging You to maintain the confidentiality of the level of fees we agree with You in respect of any Campaign), clause 19 (which contains restrictions on our liability to You) and clause 20 (which states that neither of us relies on statements made to the other in relation to Cucu before registration).

Cucu is operated by Cucu Limited incorporated and registered in England and Wales with company number 10451310, whose registered office is at 240-241 High Holborn, London, WC1V 7DN (“Cucu Sports”, “Cucu”, “us”, “our” or “we”).

## **1. Status of this agreement**

- a. If applicable laws or regulations require it, or the functions or features of Cucu change, We may need to change this agreement or our program features from time to time. You should review the Terms on our website at [cucusports.com/terms] regularly. Your continued use of Cucu following the posting of such changes will constitute Your agreement to all such changes. If at any time You do not agree with this agreement, or You do not agree to any modified Terms, then You must immediately stop using the Platform.
- b. In the event of a conflict between this agreement and the terms of a Proposal, this agreement shall take precedence.
- c. You are the seller of the promotional services agreed in any Proposal. We are the buyer of the promotional services. The contract for the promotional services is solely between You and us.
- d. We are purchasing from You the promotional services agreed on, and We engage You in respect of fulfilment of the promotional services.
- e. To be clear, You are registering with the Platform for business and commercial purposes; Your use of the Platform and provision of Campaign services is not in Your capacity as a private consumer.

## **2. Definitions**

- a. “Agent”: means a person or entity You appoint to act on Your behalf in respect of use of the Platform, including agreeing Proposals and executing Campaigns;
- b. “Agent Commission”: means the percentage of any sums due to You which are to be paid direct to Your Agent, as stated in Your Influencer Profile.
- c. “App”: means the Cucu app made available by Cucu for download from app stores or from other online properties;
- d. “Artist-Generated Content”: means any content created or generated by You (including any Social Media account posts) or on Your behalf for the purposes of a Campaign.
- e. “Influencer Profile”: means information regarding the Influencer such as, but not limited to, age, place of residence, number of followers, average engagement;
- f. “Influencer-Generated Content” means any image, video, text or other content generated by You for inclusion in a Campaign;
- g. “Brand Content” means the logos, trade marks, text, image or other content provided by the Brand for use in respect of a Campaign;
- h. “Brand” means any person or entity who makes a Proposal for a Campaign.
- i. “Campaign” means promotional services which You agree shall be provided by You, as set out in a Proposal submitted and agreed via the Platform and comprising Brand Content and any Influencer-Generated Content and any content generated by Us and any offline services agreed to be carried out by You;
- j. “Disclosure Policy” means the minimum disclosure requirements available [here – link], applicable in addition to any local requirements of individual territories in which the Campaign is to be executed;
- k. “General Campaign” means a Campaign that is not an Online-Only Campaign;
- l. “Intellectual Property rights”: means copyright and neighbouring and related rights, moral rights, rights in performances, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights

in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights.

- m. "Online-Only Campaign" means a Campaign carried out by Us on Your behalf, solely by means of activity using Social Media Accounts;
- n. "Other Brands" means any brand in respect of which You notify Us that You have performed promotional services prior to registration on the Platform;
- o. "Price": means the price for the Campaign as agreed in a Proposal.
- p. "Proposal": means a proposal for a Campaign which is submitted by Us to You via the Platform or other means.
- q. "Quarter": each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December, and "Quarterly" means once in respect of each Quarter.
- r. "Sales Tax" means any value-added tax or sales tax; and
- s. "Social Media Account" means a social media account operated or controlled by or on behalf of the Influencer, including a Twitter, Facebook, or Instagram account;
- t. "Website": means the Cucu website currently made available at [www.cucusports.com](http://www.cucusports.com).

### **3. We are Booking and Buying the Campaign from You**

- a. Online-Only Campaigns are fulfilled to the Brand by Us by means of Your Social Media Account, under a contract between Us and You for provision of the social media-based promotional activities specified in the Proposal, for the Price specified in the Proposal. We collect payment from the Brand under an agreement between Us and the Brand in respect of the promotional activity comprised in the Campaign. We collect payment from the Brand on Our own behalf. Once We receive payment from the Brand, We will pay You the Price specified in the Proposal.
- b. General Campaigns are fulfilled to the Brand by (i.) Us, by means of Your Social Media Account; and (ii.) by You in respect of all other Campaign activity, under a contract between Us and You for provision of the promotional activities specified in the Proposal, for the Price specified in the Proposal. We collect payment from the Brand under an agreement between Us and the Brand in respect of the promotional activity comprised in the Campaign. We collect payment from the Brand on Our own behalf. Once We receive payment from the Brand, We will pay You the Price specified in the Proposal.
- c. What this means is that when You accept a Proposal in respect of a Campaign, this will create a binding contract between You and Us in respect of the fulfilment of the Campaign.
- d. We shall be entitled to cancel, modify or reduce the scope of any Campaign if directed to do so at any time by the Brand, and You agree that We may adjust Price accordingly (including a reduction to zero if the Brand wishes to cancel the Campaign in its entirety.)

### **4. Influencer Profile and Influencer-Generated Content**

- a. a. Before You can receive any Proposal, You will need to set up an Influencer Profile on the Website. We may at our absolute discretion accept or reject any application to register an Influencer Profile. For example, We may reject Your registration in case We deem Your number of followers on Your Social Media Accounts as being insufficient to deliver significant value for the Brands who wish to use athletes registered on our Platform to enhance their reach and profile.
- b. By agreeing to an identified Agent having the right or permitting such an Agent, to use the Platform on Your behalf, You are confirming to us that You are appointing the Agent with authority to agree to Proposals, receive payment and fulfil Campaigns on Your behalf. If You wish to terminate the right of any Agent to accept Proposals or otherwise

administer Your account on the Platform, please notify us immediately by email to [info@cucusports.com](mailto:info@cucusports.com). We may take up to 10 business days to action any such instruction.

- c. You warrant accuracy at all times of all information You provide in Your Influencer Profile, including in particular any Other Brands and Your country of residence for tax purposes. You must keep Your list of Other Brands current at all times.
- d. You cannot have more than one Influencer Profile. For the avoidance of doubt, an Agent may manage more than one Influencer Profile on behalf of the relevant Influencers, but not more than one per individual Influencer.
- e. You cannot create an Influencer Profile or use the Platform unless You are the Influencer or You have written authority to do so from an Influencer.
- f. We will add to Your Influencer Profile certain analytics information relating to the Social Media Accounts such as, but not limited to, the number of followers of the account and average engagement.
- g. Following registration, You agree to Us publishing up to three Cucu-related promotional messages on each Social Media Account, in such form as We may decide, for example reading as follows: "I've joined #Cucu today! Looking forward to partnering with some great brands!#sponsored".
- h. You are responsible for maintaining the confidentiality of Your Influencer Profile password, and are responsible for all activities that occur under the account. You agree to immediately notify Cucu of any unauthorised use of Your password or Influencer Profile or any other breach of security related to the Website.
- i. Cucu is not and will not be liable for any loss or damage arising from Your failure to notify Us of any changes to the information You provide us with in respect of Your Influencer Profile. You agree to regularly review the accuracy of Your Influencer Profile.
- j. We do not guarantee that Your Influencer Profile will be maintained for any minimum period of time, and may terminate, remove or disable it (or any Proposal) at any time without notice for any reason.
- k. You represent that You are of legal age (18) to form a binding contract and have full power, capacity and authority to lawfully accept this agreement and agree to Proposals.
- l. You must at all times use the Platform, the Website or the App in accordance with the Acceptable Use Policy.
- m. To the extent that You provide any Influencer-Generated Content, it must be in accordance with the Acceptable Use Policy, the Disclosure Policy and the requirements of the Proposal.

## 5. Working with Cucu

- a. In consideration of You performing all Your other obligations herein and in any Proposal and subject to this agreement, Cucu shall provide You with:
  - i. the means to agree Proposals with Us; and
  - ii. payment of the Price of the Campaigns.
- b. You must agree Campaigns through Your Influencer Profile on the App, unless We agree with You a specific alternative arrangement.
- c. You may not include in any Social Media Account any material that does not portray in a positive light any Brand in respect of which You have agreed a Proposal.
- d. You must not delete any Social Media Account activity comprised in the Campaign for at least 7 days from the date on which it was activated on the Social Media Account in question.

- e. Cucu may promote Your Influencer Profile to Brands and other users of the Platform. The choice of Brand to whom We promote the Influencer Profile shall be at our sole discretion.
- f. We shall be entitled to publish press releases and other general marketing information in any medium, related to Your engagement with Cucu.
- g. You acknowledge that while Campaigns will be targeted to specific territories defined in the Proposal, the Platform does not currently support geo-blocking by territory. This means that posts could reach territories outside the target.
- h. Before accepting a Proposal, You must therefore be satisfied that You are not contractually prohibited or restricted from providing the Campaign under any other arrangements You may have with any other person or entity, either worldwide in any particular territory. It is the Influencer's responsibility to clear any contradictory rights prior to advertising products or services using the Influencer Account.
- i. In respect of any Artist-Generated Content, the Influencer undertakes to respect any applicable terms and conditions of third party websites, in particular of any Social Media Accounts.

## **6. Non-Circumvention**

- a. Whilst You have an Influencer Profile on Cucu, You may not offer or negotiate terms or payment for promotional activity with Brands which are specified in any Proposal, by any means outside of the Platform. In addition to any other rights or remedies we have, any attempt to circumvent the Platform in this way may result in removal from the Platform at our sole discretion.

## **7. Campaign Obligations**

- a. Nothing in this agreement shall oblige You to accept any Proposal.
- b. You must honour all Proposals that have been accepted by You. If You fail to do so, You shall be considered to be in material breach of this agreement and may forfeit any payments due to You in respect of the Campaign.
- c. Once a Proposal has been accepted by You, You shall carry out the Campaign (or, to the extent that the Campaign involves use of Social Media Accounts, permit us to utilise them in respect of the Campaign) as specified in the Proposal during the time period specified on, pursuant to the terms of, the Proposal, and as required under applicable law.
- d. You shall be directly responsible to Us for any failure to honour and permit fulfilment of the Proposal for any Campaigns, or for any other legal liability which arises in respect of the Proposal or the Campaign, except where such liability arises as a result of Our negligence.
- e. You
- f. You must not, within 30 days of fulfilling a Campaign for a particular Brand, engage in any paid promotion via the Social Media Accounts of any goods or services which directly compete with the goods or services which were the subject of that Campaign.
- g. You must within 24 hours remove any Social Media Account activity comprised in the Campaign if requested to do so by Us.
- h. In fulfilling the Campaign, You will:
  - i. co-operate with Us in all matters relating to the Promotional Services, and comply with all reasonable instructions of Us and the Brand;
  - ii. not make any statement or commit any act which may denigrate or harm the reputation of Cucu or the Brand;

- iii. ensure that Influencer-Generated Content will conform with all descriptions and specifications set out in the Proposal, and that the Influencer-Generated Content will be fit for any purpose expressly or impliedly made known to the Influencer by Cucu;
- iv. adhere to the highest level of care, skill and diligence in accordance with best practice in the marketing sector in general, and the sports marketing sector in particular;
- i. You acknowledge that time is of the essence as to any performance dates specified in the Proposal.

## **8. Disclosure of Sponsored Campaigns**

- a. You agree that whenever You provide Artist-Generated Content, it will contain (i) hashtags or other means of full disclosure in respect of all Campaigns, as to the commercial nature of the Campaign; and (ii) the minimum level of disclosure specified in Our Disclosure Policy. To be clear, the Disclosure Policy is Our minimum baseline level of disclosure required in respect of use of Our Platform.

## **9. Intellectual Property Rights**

- a. All Intellectual Property Rights in the Branded Content shall remain vested in the Brand.
  - b. All Intellectual Property Rights in the Artist-Generated Content shall vest in Us on creation.
  - c. We retain ownership of any content for Campaigns which are generated by or on behalf of Us.
  - d. You hereby grant Cucu a non-exclusive, worldwide, transferable, irrevocable, perpetual and sub-licensable licence to use, copy, distribute, display and perform any material You submit for Your Influencer Profile, in any medium now known or developed in the future for the purposes of fulfilling the Campaign and/or promoting Your presence in Cucu. We will sub-licence this right to Brands.
  - e. You acknowledge that Cucu (or its licensors) is the owner of all Intellectual Property Rights (including database right) in the App and the Website. The word 'Cucu' and the Cucu logo are trademarks of Cucu Ltd. You may not make use of either in the course of trade outside the context of Cucu without Our written consent.
  - f. Cucu grants You a limited non-transferrable licence to make use of the Website and the App strictly in accordance with this agreement. This licence expressly excludes, without limitation: any resale or commercial use of the Website or the App or the promotion and payment collection services Cucu provides; modifying, distributing, copying, republishing or making any derivative work of the Website or the App; or any data extraction or data mining whatsoever from the Website or the App.
  - g. If You submit comments, ideas, or feedback to us, You agree that We can use them without any restriction or compensation to You. If We accept Your submission, We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than You.
10. You acknowledge and agree that all intellectual property rights in the product of the Campaign is vested in Us or the Brand (as the case may be), regardless of its being published on the Social Media Accounts.
- a. Indemnity**
    - i. You hereby agree to indemnify, keep indemnified and hold harmless Cucu and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and

expenses associated with them (including the payment of reasonable legal charges and disbursements) arising out of or in connection with any breach by You of any term of this agreement or arising out of any action brought by any third party (including any social media network operator) relating to any Campaign, or actions (or failure to act), of You or any person (other than Cucu) acting on Your behalf.

- ii. This clause 10 shall survive the termination of this agreement.

## **11. Payment of the Price**

- a. Provided that We have ourselves received from the Brand all sums due to us in respect of our agreement with the Brand in respect of the subject-matter of the Campaign, We will pay You the Price in respect of the Campaign within 5 working days after the end of each Quarter, conditional upon the Campaign having been fully executed within that Quarter. Our payment of the Price to You will be strictly subject to fulfilment of the Campaign and You sending Us an invoice in such format as We may reasonably specify.
- b. All Sales Taxes applicable in respect of the Price for Online-Only Campaigns will be payable by Us and it is Your responsibility to determine, collect and remit the applicable VAT and any other taxes associated with the receipt of the Price by You under a Proposal.
- c. You warrant that You will pay all taxes payable in respect of the Price and that the arrangements for receipt of payment by You are compliant with all applicable laws and regulations.

## **12. Other Payment Provisions**

- a. Cucu takes reasonable care to ensure that its payment facilities are available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to such payment facilities, nor can We guarantee that the facility is virus or error free. We also try to ensure that Your payments are processed promptly, but it is often difficult to predict the amount of time needed to complete processing because it is dependent upon many factors outside of our control, such as delays in the banking system or in card networks. Access to the payment facilities may be occasionally restricted to allow for fixing any problems, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any interruptions We have advance notice of in relation to such payment facility and will do what We can to restore the facility as soon as reasonably possible.
- b. Without limiting our (or the Brand's) other rights or remedies, if You do not discharge Your obligations in respect of any Campaign, We will be entitled to reverse at any time any payments made to You in respect of the Price for that Campaign.

## **13. You are an Independent Contractor**

- a. You will at all times be an independent contractor and nothing in this agreement will render You an employee, worker, agent or partner of Us or the Brand and You will not hold Yourself out as such.
- b. You will be fully responsible for and indemnify Us and the Brand against any liability, assessment or claim for:
  - i. taxation whatsoever arising from or made in connection with the performance of the Campaign, where such recovery is not prohibited by law; and
  - ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought You against the Brand arising out of or in connection with the provision of the Campaign.

- c. We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to You.

#### **14. Term and Termination**

- a. These Terms are effective on the earlier of the date on which You first register to use the Platform, accept this agreement, or submit a Proposal. These Terms will remain in effect through the expiration of all Proposals or such earlier date as all Campaigns are carried out, unless otherwise earlier terminated under sub-clause b below.
- b. We may terminate this agreement and suspend Your access to the App upon notice for any reason. You or We may terminate this Agreement at any time in the event of a material breach of its terms.
- c. You may terminate this Agreement at any time for any reason, on three months' notice by email to [info@cucusports.com](mailto:info@cucusports.com). Any such termination shall not affect any of Your obligations to Us under any Campaign. You must complete any Campaign in respect of which you have accepted a Proposal in advance of the date of termination.

#### **15. Warranties**

- a. Each of Us and You represents and warrants to the other that: (a) it has the power and authority to enter into the Agreement and perform its obligations under this agreement; and (b) it shall comply with all laws, regulations and codes of practice applicable to its obligations under the Agreement.
- b. You represent and warrant to Us that: You will not authorise us to provide access to the Platform to an Agent who does not have full authority from You to accept Proposals, submit Artist-Generated Content and otherwise act as Your representative in respect of the Platform.

#### **16. No Further Warranties**

- a. Except as expressly set forth in this agreement, Cucu does not make any representations or warranties in relation to the services Cucu provides to You, or the Website or the App, express or implied, including without limitation any implied warranty of quality or fitness for a particular purpose.
- b. We do not warrant or guarantee that You will receive any Proposals or that those Proposals will be attractive or of interest to You.
- c. Cucu makes no representations or warranty regarding the Cucu site, the App, or any promotion or redemption method used or provided by Cucu and/or the accuracy, adequacy, reliability, availability, timeliness, completeness, suitability or other characteristics of the information and materials contained on or presented therein. The Cucu Website, the App and the Platform are provided "as is", without any warranty of any kind, and on an "as available" basis.
- d. On request Cucu may provide You with consultation on various aspects of social media usage. Such consultation and any related advice is provided free of charge, 'as is' and without warranty and Influencer acknowledges that it is responsible for its own practices and strategy with regard to the Social Media Accounts. Influencer acknowledges and agrees that Cucu will not be responsible for any liability arising in respect of the provision of such advice.

#### **17. Confidential Information**

- a. You agree that the Price of each Campaign is confidential to Cucu, and You shall not disclose them to any third party except as required by law.

## 18. Privacy

- a. We are registered with the Information Commissioners Office in the United Kingdom as a data controller.
- b. We will only collect, process, use and share Your personal information in accordance with Our Privacy Policy and as set out in these terms. By using the Platform, You give Your consent to Us collecting, processing, using and sharing Your personal data in this way. If You do not agree to Our Privacy Policy You should not access and/or use the Platform.

## 19. Limitation of Cucu Sports's Liability

- a. Nothing in this agreement limits or excludes our liability for:
  - i. death or personal injury caused by its negligence;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any other liability which cannot be limited or excluded by applicable law.
- b. Subject to sub-clause a. above, Cucu shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
  - i. loss of profits;
  - ii. loss of sales or business;
  - iii. loss of agreements or contracts;
  - iv. loss of or damage to goodwill, brand or sponsorship revenue;
  - v. loss of use or corruption of software, data or information;
  - vi. any indirect or consequential loss.
- c. You acknowledge that We will have no liability to You in respect of any action taken against You, or in respect of Your Social Media Accounts, by the operator of the relevant social media network (for example, Twitter, Facebook or Instagram) in respect of any activity comprised in any Campaign undertaken by You or Us means of the Social Media Accounts.
- d. Subject to sub-clause a. above, Our total liability to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the greater of the total Price for Campaigns paid or payable by Us to You in that period.

## 20. No Reliance on Statements

- a. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 21. Miscellaneous

- a. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- b. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

- c. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- d. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- e. These terms (and any Proposal) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- f. Nothing in this clause shall limit or exclude any liability for fraud.
- g. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- h. The parties specifically acknowledge and agree that Brands are third party beneficiaries of this agreement and, accordingly, shall be entitled to all benefits afforded to Us (but not You) hereunder. No other person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **22. Complaints and Dispute Resolution**

- a. Most concerns can be solved by contacting Us at [info@cucusports.com](mailto:info@cucusports.com).
- b. If any dispute arises in connection with this agreement, the parties agree to enter into mediation intended to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- c. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- d. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle 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.

## **23. Apple Mandatory Terms:**

- a. By downloading the App from the Apple iTunes Platform Store, the following terms also apply to You:
  - i. Acknowledgement: Both of us acknowledge this constitutes an agreement between You and us only, and not with Apple, and we, not Apple, are solely responsible for the Platform and the content thereof.
  - ii. Scope of Licence: This Licence granted to You for the Platform is limited to a non-transferable license to use the Platform on an iPhone, iPad or iPod touch that You own or control and as permitted by the Usage Rules set forth in the Platform Store Terms and Conditions (the "Usage Rules").
  - iii. Maintenance and Support: We, not Apple, are solely responsible for providing any maintenance and support services with respect to the Platform, as specified

in this Agreement. We and You both acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

- iv. **Warranty:** We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in this agreement. In the event of any failure of the Platform to conform to any applicable warranty, You may notify Apple, and Apple will refund any purchase price for the Platform to You. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the Platform, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- v. **Product Claims:** We and You acknowledge that We, not Apple, are responsible for addressing any claims by You or any third-party relating to the Platform or Your use or possession of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- vi. **Intellectual Property Rights:** You and We acknowledge that, in the event of any third-party claim that the Platform or Your possession and use of the Platform infringes that third-party's intellectual property rights, We, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- vii. **Legal Compliance and Export:** You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- viii. **Third Party Beneficiary:** We and You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

#### 24. Questions about these terms

- a. If You have any questions about these terms or the Platform You may contact us by email at [info@cucusports.com](mailto:info@cucusports.com).

### **CUCU ACCEPTABLE USE POLICY**

This Policy forms part of Your Cucu Sports Influencer Agreement with Us. You agree that You will not:

- use the Platform, or any Social Media Account in the course of any Campaign, for the purposes of distributing or facilitating distribution of any Influencer-Generated Content that is offensive, obscene, prohibited under any laws or regulations of any territory in which the Campaign is to be conducted, or infringes any person's Intellectual Property Rights;
- use another person or entity's email address in order to sign up to use the Platform;
- use the Platform for fraudulent or abusive purposes (including, without limitation, by using the Platform to impersonate any person or entity, or otherwise misrepresent Your affiliation with a person, entity or the Platform);

- use the Platform for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
- remove or amend any proprietary notices or other ownership information from the Platform;
- interfere with or disrupt the Platform or servers or networks that provide the Platform;
- except as permitted by law, attempt to decompile, reverse engineer, disassemble or hack any of the Platform, or to defeat or overcome any of Our encryption technologies or security measures or data transmitted, processed or stored by Us;
- 'spider', 'harvest', 'scrape' or collect any information about or regarding other people that use the Platform, including, but not limited to any personal data or information (including by uploading anything that collects information such as 'spyware');
- disrupt the normal operation of the Platform or do anything which is likely to have a negative effect on other users' ability to use the Platform;
- disobey any requirements or regulations of mobile networks connected to the Platform;
- use the Platform in violation of any applicable law or regulatory requirement;
- attempt to get around technological measures designed to control access to, or elements of, the Platform;
- Claim that You are associated with or endorsed by Us unless You have entered into a written agreement with Cucu to that effect;
- Republish in bulk any information derived from use of the Platform;
- "White-label" or otherwise hold Yourself out as the originating provider of the Platform or any material or processes contained in it;
- Tamper with, disable or override (or attempt to do any of those things) any security component or process of the Platform;
- Use any technical or other means or process means to "mirror", "frame", "scrape," "crawl" or "spider" any web pages or other services contained in the Platform;
- Attempt to or actually access the promotion and booking services by any means other than through the Platform. An example of such other means is attempting to access the Platform via software-as-a-service platforms that aggregate access to multiple services, which include the Platform; or use the Platform in any other way not permitted by these terms.