

CUCU

BRANDS/MARKETERS PARTNER TERMS OF SERVICE

1. Status of These Terms Welcome to Cucu. These terms and the documents referenced in them create a legal agreement between the entity accepting these terms by means of the Cucu website ("You") and Cucu Sports 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", "Us", "Our" or "We") in relation to the Cucu Sports-based promotional campaign services platform made available by Us at www.cucusports.com (the "Platform"). You agree that by registering to use the Platform, You are agreeing to these terms.

- a. You can access these terms at any time at www.cucusports.com/terms-and-conditions. We reserve the right to update these terms from time to time by posting the updated version at that URL. We may do so because We change the nature of Our products or services, for technical or legal reasons, or because the needs of Our business have changed. You agree that if You do not accept any amendment to Our terms then You shall immediately stop accessing and/or using the Platform and cancel Your account for the Platform.
- b. Your attention is in particular drawn to the way that We limit Our liability to You under section 14 below, and the indemnity in clause 13.
- c. In relation to all Campaigns, We are the provider of the promotional services agreed on, and We engage the Influencer in respect of fulfilment of the agreed-on promotional services.

2. Definitions

- a. For ease of reference the following terms shall have the following meanings in these Platform Terms of Service:
- b. "Influencer" means a third party athlete or other individual with a social media following, acting either on his own account or through his agent or other representative, who has registered his interest in receiving Proposals via the Platform;
- c. "Influencer Profile" means information regarding the Influencer, visible by means of the Platform, such as, but not limited to, age, place of residence, number of followers, average engagement, and any Previous Brands;
- d. "Influencer-Generated Content" means any image, video, text or other content generated by, or on behalf of, the Influencer for inclusion in a Campaign;
- e. "Brand Content" means the logos, trade marks, text, image or other content provided by You for use in respect of a Campaign;
- f. "Campaign" means promotional services which You agree for execution by, or on behalf of, an Influencer, 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 under clause 4.e below;
- g. "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;
- h. "General Campaign" means a Campaign that is not an Online-Only Campaign;
- i. "Online-Only Campaign" means a Campaign agreed between You and Us and carried out by the Influencer, an Agent, or by Us on behalf of an Influencer, solely by means of

activity using the Influencer's social media accounts, and which is stated in the Proposal to be an Online-Only Campaign;

- j. "Previous Brands" means any brand specified by an Influencer in an Influencer Profile in respect of which an Influencer has performed promotional services prior to registration with Us;
- k. "Price" means the price payable for the Campaign, as specified in the Proposal;
- l. "Proposal" means a proposal made by You or Us by means of the Platform or (for General Campaigns) by email or other means, for the provision by, or on behalf of, the Influencer of specified promotional services, including any release or timing requirements for such promotional services and any Brand Content to be comprised in the Campaign;
- m. "Sales Tax" means any value added tax or sales tax;
- n. "Social Media Account" means a social media network account operated or controlled by or on behalf of the Influencer, including but not limited to a Twitter, Facebook, or Instagram account; and
- o. "You" and "Your" means You, the business registering with Cucu for use of the Platform.

3. You are Booking and Buying the Campaign from Us.

- a. Campaigns are fulfilled by Us by means of an Influencer's Social Media Account, and by the Influencer carrying out any 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 on Our own behalf. The performance of the Campaign which You book via the Platform is, as between Us and You, Our responsibility.
- b. What this means is that when We notify You that We accept a Proposal in respect of an Campaign, this will create a binding contract between You and Us in respect of the fulfilment of the Campaign.

4. Influencer Profiles and Influencer-Generated Content

- a. We require Our Influencers to ensure that all information provided by them in an Influencer Profile is accurate, complete and not misleading in any way. But We cannot verify the information which they provide to Us, or which We derive or receive from the provider of the service hosting their Social Media Account (such a Facebook, Twitter or Instagram). We require the Influencer to ensure that the material they contribute to the Influencer Profile is available and accurately described. We are not therefore responsible for any inaccuracies in the Influencer Profile.
- b. The Platform contains details of a large number of Influencer Profiles and it is possible that, despite Cucu's commercially reasonable efforts, some of the information shown on them is incorrect.
- c. In particular, We require Influencers to disclose all Previous Brands, but You acknowledge that We shall not be responsible for any failure of an Influencer to notify Us of any Previous Brands.
- d. Any engagement levels of other metrics specified in an Influencer Profile are indicative statements of previous activity in relation to his social media accounts. No levels of engagement or other metric of range or success of a campaign are warranted or guaranteed by Us or the Influencer.
- e. If You do not specify as Brand Content in the Proposal any content to be used in fulfilling the Campaign, We may use Influencer-Generated Content or else generate content Ourselves. You acknowledge that We are not experts in Your brand values, 'tone voice' or other Brand-specific requirements for content to be used in fulfilling a Campaign, and

therefore agree that We shall not have any liability in respect of any failure of the same to meet any standards of quality, fitness for purpose or otherwise.

5. Payment

- a. Prices listed for Campaigns exclude VAT where applicable unless it is stated otherwise in the Proposal.
- b. Unless otherwise stated in the Proposal, payment for all Campaigns must be made at the time of our acceptance of a Proposal in respect of the Campaign in pounds sterling using an online payment facility linked to the Platform.
- c. Time of payment of the Price is of the essence.
- d. For clarity, any Sales Tax which is chargeable in respect of any Price for Campaign shall be payable in addition to the Price. All Prices in Proposals are exclusive of any applicable Sales Tax.
- e. You shall make all payments due in respect of a Campaign without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, You shall, when making the payment to which the withholding or deduction relates, pay to Us such additional amount as will ensure that We receive the same total amount that We would have received if no such withholding or deduction had been required.
- f. For clarity, once We communicate to You that a Proposal has been accepted You will be contractually committed to paying the Price. Except in circumstances where the Campaign has not been fulfilled in accordance with the Proposal, You will not be entitled to request any cancellation or refund of the Price. We may, without obligation, agree to modify a Campaign on request but in no circumstances, will any modification of Campaign activity or Scope be possible in the 7 days preceding execution of the relevant Campaign activity.

6. Your Use of the Platform

- a. Whilst You are in compliance with these terms (including the Acceptable Use Policy below), We grant You a non-exclusive, non-transferable, personal, revocable limited licence to access and use the Platform (but not the related object and source code) for Your own internal business purposes, provided that such use is in accordance with these terms. You agree not to use the Platform for anything else.
- b. Except as expressly specified in a Proposal, You must not use any material from any Campaign (including Influencer-Generated Content, any content We produce, or Brand Content) for any purposes other than for the purposes of fulfilment of the Campaign.
- c. We have the right to suspend, withdraw or modify the Platform (in whole or in part) without liability to You. Without limitation, We will likely do so in the following circumstances: for technical reasons (such as maintenance, or technical difficulties experienced by Us or on the internet); to allow Us to improve the usability of functionality of the Platform; where We have legal reasons for doing so (including privacy or other legal objections to the content or functionality of the Platform); or because it is no longer economically viable or efficient to provide the Platform.
- d. We shall be entitled to publish press releases and other general marketing information related to this agreement and the Campaigns undertaken under it. Such activity may include use of any Brand Content and any trade marks used in respect of Your brand.
- e. We may from time to time offer You assistance or tips in respect of what in Our experience is generally advisable in respect of effective sports influencer campaigns. You acknowledge that any such advice is provided 'as is' and without warranty of any kind.

You alone are responsible for the structure and contents of a Campaign, and its alignment with Your own promotional needs, budget, brand values and 'tone of voice'.

- f. We are under no obligation to monitor and validate your Brand Content. We may, at Our sole discretion, deactivate or remove any Brand Content which, in Our reasonable opinion, is not compliant with the requirements of this agreement. We undertake to inform You without undue delay in case an advertisement has been removed

7. Non-Circumvention

- a. Whilst You are registered with an account on the Platform and for a period of 6 months afterwards, You may not offer or negotiate terms or payment to Influencers specified in any Proposal (including any Proposal which is not agreed), by any means outside of the Platform. Without limiting Our rights and remedies, any attempt to circumvent the Platform in this way may result in removal from the Platform at Our sole discretion.

8. Disclosure of Sponsored Campaigns

- a. You agree that You will provide Brand Content that contains (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.
- b. Regardless of whether You specify any or all Brand Content for a Campaign, You are responsible for supplying Us with disclosure content for use in the Campaign that contains the appropriate and lawful level of disclosure necessary for each territory in which the Campaign is to be executed. We shall be entitled to (but not obliged to) add such Disclosure Content as we consider reasonably necessary in light of local laws or regulations applicable to the Campaign.
- c. Any attempt to require or incentivise an Influencer into hiding or obscuring the commercial nature of any activity (including social media activity) in a Campaign may be unlawful and, without limiting Our rights and remedies, will result in Our being entitled to immediately terminate Your access to the Platform.

9. Accounts

- a. You agree that You shall take all steps necessary to protect Your log in details (being Your account ID and password) and keep them secret. You agree that You shall not give Your log in details to anyone else or allow anyone else to use Your log in details or account. In these terms, references to "log in details" or "account" include Your log in details and account for Facebook, Twitter, Instagram or any social network or platform that You may allow the Platform to interact with.
- b. You will be responsible for protecting the confidentiality of Your Platform user ID and any password or other security information used by You to access Your account on the Platform. Any Proposal sent using Your user ID will be deemed to have been sent by You.
- c. We will not be responsible to You for any loss that You suffer as a result of an unauthorised person accessing Your account and using the Platform and We accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.
- d. You must not share Your log in details with anyone else, and You agree to indemnify Us for any loss, damage or claim We may incur as a result of Your failure to keep them secure. If You know or have reason to believe that Your log in details have been compromised, You must tell Us immediately.

10. DISCLAIMER – No Warranty regarding the Platform or Penetration of Campaigns

- a. We do not create the content of any Influencer Profiles in the Platform and as such You acknowledge that We will have no liability in respect of any content of any Influencer Profile.
- b. The success or otherwise of any Campaign is dependent on many factors outside the scope of the service We provide via the Platform, and the services that We provide in respect of any Campaign. As such You acknowledge that We make no warranty as to the success, level of penetration or engagement of any Campaign.
- c. The Platform is provided “as is” and without warranty of any kind. To the maximum extent permitted by law, We disclaim any and all warranties, express or implied, including implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement of proprietary rights, and any other warranty, condition, guarantee or representation. You acknowledge that We cannot reasonably guarantee, and do not guarantee, that the Platform will always work error-free or uninterrupted.

11. Your conduct in relation to the Platform

- a. You must comply with all laws applicable in the territory that You access the Platform from, and the territory(ies) in respect of which the Campaign takes place. If any laws applicable to You restrict or prohibit You from using the Platform, You must comply with those legal restrictions or, if applicable, stop accessing and/or using the Platform.
- b. You must at all times abide by Cucu’s [link – Acceptable Use Policy].

12. Your breach of these terms

- a. We reserve the right to suspend or terminate Your access to the Platform (including by deleting Your account) if We reasonably believe that You are in material breach of these terms (including by repeated minor breaches). Any significant breach, including any breach of section 8, is likely to be considered a material breach.

13. Indemnity

- a. You agree to indemnify, defend and hold harmless Us, the Influencer and each of Our partners, clients, suppliers, licensors, officers, employees, representatives, contractors and agents, from any and all claims (including, but not limited to, claims for defamation, privacy and intellectual property infringement) and damages (including legal representation and court costs) arising from or relating to any allegation regarding (i) any breach of Your obligations under this agreement by You; (ii) any Brand Content; or (iii) Your use of the Platform.

14. LIMITATION OF LIABILITY – IMPORTANT – PLEASE READ CAREFULLY

- a. We accept liability for death or personal injury resulting from Our negligence or that of Our employees or agents, and for losses or harm caused by fraud by Us or Our agents, or any other liability which may not by law be excluded.
- b. We have no liability to You for any of the following:
 - i. loss of profit, loss of business opportunity, loss of revenue, or loss of anticipated savings;
 - ii. loss of business;
 - iii. loss or damage to goodwill or reputation or brand;
 - iv. business interruption;
 - v. Any indirect or consequential loss or damage.
- c. We are not responsible for any costs, losses, claims or expenses:
 - i. In relation to any Influencer-Generated Content;

- ii. not caused by Our breach of these terms or negligence; or
 - iii. technical failures or the lack of availability of the Platform, and/or social media channels linked to the Platform.
- d. We will use all reasonable endeavours to provide the Platform with the same skill and care as other similar Platform providers, but You acknowledge that the Platform is provided to You free of charge and Your only right with respect to any problems or dissatisfaction with any of the Platform is to discontinue Your use of that Platform and We are not responsible or liable for any interruptions or errors that You may experience while using the Platform.
- e. In respect of Campaigns, Our total aggregate liability in contract, tort or otherwise shall be limited to 100% of the Price paid in respect of the Campaign.

15. Intellectual property

- a. You acknowledge that all copyright, trade marks (including 'Cucu', 'Cucu Sports' and the Cucu logo), and other intellectual property rights in and relating to the Platform are, as between Us and You, owned by Us or licensed to Us by Our partners (including Influencers and social media channels).
- b. You retain ownership of Brand Content. As between You and Us, We will be the owners of any Influencer-Generated Content.
- c. 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.
- d. You warrant, represent and undertake that Your Brand Content is and will at all times be content that You have the right to provide for inclusion on a Campaign without any further permissions from any third parties and the Brand Content will not infringe any person's or entity's intellectual property, data protection or privacy rights.
- e. You hereby grant Cucu an irrevocable, perpetual, royalty-free and fully paid, worldwide, transferable, non-exclusive license (with the right to fully sub-licence) to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display the Brand Content on the Platform, on Influencers' devices, and on all Social Media Accounts, and to promote the Platform using the Brand Content without any further permissions, in all cases in any form, media or technology now known or later developed, for any of Our business purposes.

16. Intellectual Property Infringement Notices

- a. If You believe Your copyright or other intellectual property-protected work was included in any Influencer Profile (or otherwise included in the Platform) without authorisation, You may submit a copyright infringement notification by emailing Us with the following information: name; street address; email address; full details of the work You allege is Your unlicensed copyright material. These requests should only be submitted by You or an agent who is authorised to act on Your behalf. If You choose to request removal of content by submitting an infringement notification, please remember that You are initiating a legal process. Under no circumstance should You make any claim which is not founded. Misuse of this process may result in the suspension of Your account or other legal consequences.

17. Confidentiality

- a. Except as permitted under this agreement (including clause 15.e), the parties shall not disclose to any third party (except for the purposes of any Campaign) any confidential

information of the other party, any data (including any usage data and compilations thereof), Prices, information or software relating to the Platform; in all cases, to the extent designated in writing, or identified orally at the time of disclosure, by the disclosing party, as “confidential”.

- b. Sub-clause a. above does not apply to information that has been developed independently by the receiving party without access to the other party's confidential information, or has been received from a third party authorised to make such disclosure, or has been approved for release in writing by the disclosing party, or has become publicly known through no breach of the confidentiality obligation, or is required to be disclosed by a competent legal or governmental authority, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to disclosure and assists in obtaining an order to protect the information from public disclosure.

18. Privacy

- a. We are registered with the Information Commissioners as a data controller in the United Kingdom.
- 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. Links

- a. We may link to third party websites or services from the Platform. You understand that We make no promises regarding any content, goods or services provided by such third parties and We do not endorse them. We are also not responsible to You in relation to any losses or harm caused by such third parties. You understand that when You provide data to such third parties You are providing it in accordance with their privacy policy (if any) and Our own privacy policy does not apply in relation to that data.

20. Links

- a. We may wish to transfer all or a part of Our rights or responsibilities under these terms to someone else without obtaining Your consent. You may not transfer any of the rights We give You under these terms unless We first agree to this in writing.
- b. We may sub-contract any of Our obligations under this agreement, including to Influencers.
- c. These terms (and the Proposal) set out the entire agreement between You and Us concerning the Platform and Campaigns and they replace all earlier agreements and understandings between You and Us.
- d. Our failure to exercise or enforce any of Our rights under these terms does not waive Our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by Us.
- e. The parties specifically acknowledge and agree that Influencers are third party beneficiaries of this agreement and, accordingly, shall be entitled to all benefits afforded to Us hereunder.
- f. Except as expressly provided in sub-clause e immediately above, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- g. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of

another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- h. 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.
- i. If 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.
- j. 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.
- k. In the event of any conflict between these terms and any Proposal, these terms shall prevail.

21. Complaints and dispute resolution

- a. Most concerns can be solved by contacting Us at 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.

22. 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.

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 for the purposes of distributing or facilitating distribution of any Brand 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 Cucu unless You have entered into a written agreement with Cucu to that effect;
- Republish in bulk any information derived from use of Cucu;
- "White-label" or otherwise hold Yourself out as the originating provider of Cucu 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 Cucu;
- 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 Cucu service;
- Attempt to or actually access the Cucu Influencer promotion and booking services by any means other than through the Platform. An example of such other means is attempting to access Cucu via software-as-a-service platforms that aggregate access to multiple services, which include Cucu; or
- use the Platform in any other way not permitted by these terms.