

# Terms and Conditions of Use for Influencers

## § 1 General provisions

- (1) The website <http://www.reachbird.io> (hereinafter: Reachbird) is operated by the company Reachbird AG, Industriering 3, 9491 Ruggell, Principality of Liechtenstein, represented by its Managing Director (email: [support@reachbird.io](mailto:support@reachbird.io)). Reachbird offers a placement platform by means of which clients (called "Advertisers") can insert opportunities for product placement/promotion and for which users (called "Influencers") can apply.. Influencers can be what are called consumers (13 of the German Civil Code (*Bürgerliches Gesetzbuch*) and also entrepreneurs (§ 14 of the German Civil Code).
- (2) These Terms and Conditions of Use apply to the exclusion of all other terms and conditions. They apply for all acts of legal significance concluded by clients of a product placement and users with Reachbird. Divergent, conflicting or supplemental conditions only become part of the contract if Reachbird has expressly agreed to their application.
- (3) Specific agreements concluded on a particular case basis with Advertisers and Influencers take precedence over these Terms and Conditions of Use. In this case a written contract or a written confirmation is authoritative.

## § 2 Registration and use of the website

- (1) When registering on the website the Influencer undertakes to provide the personal information which is requested about his/her person e.g. name, complete address, date of birth and email address truthfully and particularly not to use a name he/she is not entitled to use or, for example, to purport to be a different person. It is on cumbent on Reachbird to check the thruethfullness of the information. The Influencer undertakes to create only one account and always to maintain the information in an updated condition.
- (2) The right to register as another person is reserved to influencer agencies that have binding contracts to each influencer registered. The influencer agency undertakes to provide the personal information which is requested about each influencer e.g. name, complete address, date of birth and email address truthfully. Influencer agencies are allowed to act on behalf of an influencer e.g. answering on campaign invitations or uploading content.
- (3) The Influencer must be 18 years of age or more. If the Influencer is less than 18 years of age, he/she warrants that he/she has his/her parent's or guardian's agreement when registering.
- (4) The Influencer has sole responsibility for the security of his/her password. Disclosing the password to another person or transferring the account to a third party is prohibited.
- (5) The Influencer undertakes not to transmit content containing viruses, trojans or other malware which could damage Reachbird's system. In the case of an infringement of this provision the Influencer undertakes to compensate Reachbird for any loss or damage.

### **§ 3 Contract conclusion and services of Reachbird**

- (1) Reachbird reserves the right to check the Influencer and to approve his/her use of the platform. Approval on the part of Reachbird does not create any entitlement in law to the corresponding activity by Reachbird as an intermediary.
- (2) Reachbird will provide the registered Influencers with offers from trademark owners, groups and entrepreneurs for product placement and promotion by means of what are called posts. In this process the offers are written in such a manner that the client expresses his ideas so precisely that the Influencer can identify what type of post is expected. If the influencer has specified his private telephone number on Reachbird, he will also be notified, in addition to an e-mail, by a text message about an offer.
- (3) The offers published by Reachbird represent non-binding offers. Influencers may bid for the order to be placed with them by uploading their own legally binding offers by creating a post and indicating their price idea via the platform. Reachbird will check these offers and forward them to the Advertiser in so far as there is nothing objectionable in the offers. If the offer should include objectionable content, the Influencer will receive notification of the rejection of the offer. If the Advertiser should agree to the offer, Reachbird will inform the Influencer of this by email as well as via the platform and this notification constitutes a legally binding acceptance of the offer. The Influencer will also be informed of any rejection of the offer. He then has the option of submitting a revised improved offer in so far as the Advertiser has not already decided in favour of a different Influencer. In so far as Reachbird is aware of this, Reachbird will also pass this information to the Influencer without delay.
- (4) By accepting an offer the Influencer is obliged to produce or publish the post in accordance with the description in the offer or the specifications.
- (5) After acceptance of the bid, Reachbird will endeavour to make direct communication possible between the Advertiser and the Influencer in order to create a direct line of communication on possible details between the parties. There is no legal entitlement to this. The Parties are only permitted to use this for the discussion of specific details or trivial matters. An amendment of the contractual agreements or similar is, however, not permitted. The Influencer undertakes not to submit any request for additional services to the Advertiser over and above his original offer by a route which does not involve Reachbird.

### **§ 4 The Influencer's services**

- (1) The Influencer undertakes to execute the relevant order properly and to publish it in the agreed medium. The post must remain on the agreed social medium channel for 60 days and may not be deleted.
- (2) The Influencer confirms that he is in possession of all rights to the material he uses and particularly that in using and presenting them neither copyrights, nor other performing rights, trade mark rights or other rights such as the right to a person's own image are infringed. On making an offer the Influencer receives in return the right to use and disseminate the product and any labelling rights accordingly in the context of the order.
- (3) The Influencer undertakes not to use any photos, charts or other materials in the production of the order, the content or use of which is a criminal offence or which

infringes criminal law in any other way. This particularly includes materials which are pornographic or incite racial hatred.

- (5) The Influencer also undertakes not to subsequently use the content which was posted for other private or commercial purposes.
- (6) During the period of the campaign the Influencer also undertakes not to market any products which compete with the Advertiser's products.

## **§ 5 Remuneration**

- (1) The Influencer's remuneration falls due for payment on presentation of the invoice by the Influencer and approval by Reachbird. Approval will normally be given after the end of the campaign.
- (2) The remuneration is understood to be a net price to which any Value Added Tax must be added if due. All other taxes and fees are included in the remuneration.
- (3) The Influencer will receive the agreed fee by bank transfer within a period of 60 days.

## **§ 6 Warranty**

- (1) The provisions of law apply in respect of liability for defects as to quality or defects of title unless provided otherwise in these Terms and Conditions of Use or the individual agreements.
- (2) The Influencer warrants the agreed properties of the material produced and also warrants that Reachbird may use the materials without infringing any third party rights.

## **§ 7 Liability**

- (1) The Influencer has no entitlement to the uninterrupted availability of the Reachbird service. Reachbird endeavours to make the pages available by means of the latest technology but interruptions and restrictions may occur from time to time, particularly when maintenance or other service measures are being undertaken. In this respect the Influencer has no entitlement to compensation for drop-outs. This also applies in the event of force majeure.
- (2) Reachbird is liable for intent, gross negligence and injury to persons. Liability for negligence is restricted to the infringement of material contractual obligations, what are called "cardinal obligations". Liability is restricted to loss or damage typical under the contract and the occurrence of which Reachbird must anticipate on the conclusion of the contract because of the circumstances which are foreseeable at this point in time. Reachbird is also liable for loss or damage which can be anticipated by reason of mandatory provisions of law. The liability restrictions also apply to vicarious agents.
- (3) Reachbird has no further liability. In particular, Reachbird is not liable for content inserted by the contractual parties.
- (4) The Influencer will indemnify Reachbird against all third party claims which are asserted against Reachbird by reason of the content communicated by the Influencer.

## **§ 8 Confidentiality**

The Influencer undertakes to treat the information communicated in the context of the contractual relationship as confidential even after the conclusion of the contract and to maintain secrecy on such information. This understanding on confidentiality does not apply in so far as the information was already in the public domain or if it can subsequently be proven that it was made accessible to the other party by a third party without this obligation of confidentiality being breached. The Influencer is particularly prohibited from disseminating the corresponding information via the Internet or social media. In the event of an infringement, the Influencer undertakes to pay to Reachbird a contractual penalty in the amount of 30% of the agreed fee of the order in question.

## **§ 9 Prohibition of competition**

The Influencer undertakes that even after the end of the campaign he will not approach the advertiser directly in order to circumvent Reachbird. This does not apply in so far as the contractual relationship between Reachbird and the Advertiser is at an end.

## **§ 10 Data protection**

As part of the registration and processing of contracts Reachbird collects the Influencer's data. In doing so, Reachbird complies in particular with the requirements of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*). Further information on data collection, processing and dissemination can be found in our Data Protection Guidelines.

## **§ 11 Final provisions**

- (1) The law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods applies to contracts between Reachbird and the Influencer. The language of the contract is German.
- (2) The place of jurisdiction for all disputes arising from contractual relationships between Reachbird and the Influencer is Munich in so far as the Influencer is an entrepreneur.
- (3) If individual provisions of this agreement should be invalid in whole or in part, the validity of the remaining Terms and Conditions of Use in all other respects is not affected. To the extent that they exist, the corresponding provisions of law take the place of the invalid points.