

Terms

Welcome

Welcome to the Crowdy Terms and Conditions of Use ("Terms"). The Terms you see below

are important because they:

- Outline your legal rights on Crowdy
- Explain the rights you give to us when you use Crowdy
- Describe the rules everyone needs to follow when using Crowdy
- Please read these Terms carefully.

If you'd like more information you might find it helpful to read our FAQs. (The FAQs don't form part of our agreement with you). We hope you're looking forward to connect with your community on Crowdy.

Here we go!

Introduction

Thanks for choosing Crowdy ("Crowdy", "Company", "we" or "us"). Crowdy is a platform that allows Brands and Fans to connect, form relationships, market products by participating in campaigns, and creating and distributing posts through the **Channels** (includes but not limited to Instagram and/or TikTok), with support, control and direction provided by Crowdy and in accordance with these Terms (together the "Services"). In these Terms, Brands and Fans are collectively and individually referred to as "Users" or "you" as the context requires. Users of our Service may only use Crowdy in accordance with the terms and conditions hereunder.

Our Services

The Crowdy website ("Platform") allows Brands to create Campaigns which are then shared with Fans via the mobile application ("App"). Fans using the App can participate in a Campaign by creating Content (includes but not limited to social media posts and videos) and a Brand will reward Fans with presents or products.

Crowdy also provides Brands with a range of services to oversee the development, statistics and user feedback of Campaigns.

Acceptance of the Terms

By entering, connecting to, accessing, installing and/or downloading into your mobile device Crowdy App and/or web application and/or website, accessible from <https://crowdy.app/> (together “Crowdy Platforms”) you acknowledge that you have read and understood the following terms of use, including the terms of Crowdy Privacy Policy (the “Privacy Policy”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Crowdy Platforms. You also acknowledge that these Terms constitute a binding and enforceable legal contract between Crowdy and you. If you do not want to agree to these terms, please do not enter to, connect to, access or use the Platforms in any manner.

For Fans

Registration

To register an account to use the App as a Fan, an individual must download the App and follow the steps specified in the App and these Terms.

To be able to participate in Campaigns, you must connect your account to your **Channels** account. By doing so, you are granting Crowdy permission to access usage data, historical account activity and audience insights.

Crowdy Platforms are available only to individuals who:

- are 13 years or older who can form legally binding contracts. If you are between ages of 13 and the age of majority where you live, you must review these Terms with your parent or guardian to confirm that you and your parent or guardian understand and agree to it. In certain jurisdictions for the purposes of this Terms, such adult shall be construed as party to this Terms on your behalf until you attain 18 years of age; and/or
- possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law.

To participate in Campaigns you must meet the following requirements:

- you must be able and eligible to use each of the Channels which you have linked to the App (under the Channels' prevailing terms and conditions);
- each of the linked Channels must be public, available to be viewed by anyone; and
- the linked Channels must not contain content that is contrary to these Terms or to the terms and conditions of the relevant Channels.

Campaigns

You acknowledge and agree that:

- It is your responsibility to review all of the Campaign information provided in the App and to verify your suitability for participating in the Campaign.
- Crowdy will not be responsible or liable in any way for late delivery or non-arrival of any products sent to you from a Brand. It is your responsibility to ensure that your delivery address is accurate and up to date.
- Each Content that you publish as a part of the Campaign to your Channel must adhere to the requirements contained in these Terms and any additional rules imposed by Crowdy or the Brand as part of a Campaign and advised to you prior to or at the time of uploading the Content.
- It is your responsibility to put a Crowdy hashtag to the applicable published Content so that the Post can be automatically displayed in the App for Brand to review. Crowdy is not obliged to upload any of your published Content to the App.
- Content that Crowdy considers unsuitable for the Campaign may be removed from the Crowdy Platforms at Crowdy's absolute discretion.
- Crowdy is entitled to review and moderate Content that are automatically uploaded to the App, provide feedback and direction to you in relation to the Content you publish, and approve or withhold approval of the Content on behalf of the relevant Brand.

Content rules

You warrant, in respect of each Content that you publish to your Channels with Crowdy hashtag, that:

1. you own the Intellectual Property Rights in the respective Content (other than any Third Party Material under paragraph 4) and have all necessary rights to license the Content to Crowdy and the Brand or any other third party (as applicable), in the manner set out in these Terms;
2. if the Content includes any Third Party Material (including music or personality/talent rights), you have procured all necessary licences, consents and

permissions to include that Third Party Material in the Content, and for Crowdy, the Brand and any other third party to use that Content in accordance with these Terms, and all such Third Party Material and any associated licence terms or use limitations have been fully disclosed to Crowdy and the Brand;

3. you have not entered into any other agreement, arrangement or understanding which would or may prevent or limit you from adhering to these Terms, performing your obligations or granting the rights and benefits set forth herein, or result in a conflict of interest;
4. if the Content contains images or references to third parties or third party property (other than any Third Party Material under paragraph 4), the third party or owner has been informed and agrees in writing that such may be included in the Content and used by Crowdy, the Brand or any other third party in accordance with these Terms without remuneration or compensation to the third party or owner for the purpose of promoting Crowdy, the Brand or any other third party in any media and in perpetuity and neither you, Crowdy nor the Brand needs to obtain any licenses from any third party or pay royalties to any third party with respect to the Content or such use of the Content; and
5. the use of the Content and the exercise of the Intellectual Property Rights in the relevant Content by the Brand and Crowdy will not infringe any legal rights, copyright or other Intellectual Property Rights of any person or entity nor give rise to a liability to pay compensation.

Nothing in these Terms grants you any ownership of, or other rights in, the Intellectual Property Rights of the Brand.

Publishing

You acknowledge and agree that you will not:

1. reduce the prominence of the Content by publishing additional content to your Channels for a period of at least 5 hours after a Content is published to the Channels;
2. remove the Content from your Channel for a period of 30 days after the Content is published to that Channels;
3. edit Content after it has been published other than in accordance with these Terms;

4. create any contextual or surrounding posts or other material on the Channels that in any way detracts from, dilutes the effect of, or undermines a Content; or
5. grant any further rights in a Content to a Brand or misrepresent your relationship with the Brand without the written permission of Crowdy.

You acknowledge that the restrictions contained in this paragraph are reasonable in scope and duration having regard to the interests of the Brand and Crowdy and that these Terms go no further than is reasonably necessary to protect the interests of the Brand and Crowdy.

Moderation

You acknowledge and agree that:

1. Crowdy has the right at any time to moderate, amend, ask to replace any Content after publication to the Channels and that you will immediately make any reasonable modification, amendment or replacement requested by Crowdy to the Content upon receipt of notification.
2. Crowdy has the right, at any time, to request that you remove any Content from your Channels and that you will comply with such a request immediately upon receipt of notification.
3. Any necessary announcements regarding the removal or modification of a Content, if any, should be agreed by Crowdy, the Brand and you before publication.

Ownership & Intellectual property

All right, title and interest (including all Intellectual Property Rights) in Content will remain held by you. Nothing in these Terms will be taken to constitute a transfer, assignment or grant of any ownership rights in the Content to any other party, including Crowdy or the Brand.

You grant in respect of each and every Content published to the Channels with Crowdy hashtag and automatically uploaded to the App, as part of a Campaign, a licence for Crowdy (and its agents) to edit and re-format the Post into such formats or versions for use by Crowdy in such media as Crowdy requires.

In consideration of the receipt of your reward for the Content, you grant in respect of each and every Content published to the Channel with Crowdy hashtag and

automatically uploaded to the App as part of a Campaign:

1. to Crowdy (and its agents):
 - a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable, sub-licensable licence to use the Content for the purpose of marketing and promoting Crowdy in any manner, without further notification to or consent of you or any compensation payable to you;
 - the right to use the Fans' details such as, above all, name, image, likeness and performances in the Content and to communicate the Content to the public in all languages, in all media including but not limited to all online paid media (including but not limited to digital banners), in all online owned media (including but not limited to the website and internal communications of Crowdy), in all social media (including but not limited to the social media channels of Crowdy), and in any earned media or public relations activity published by a third party (including but not limited to print, digital and/or social media); and
2. to the relevant Brand (and its agents):
 - the right to share, comment upon and re-post the relevant Content in the Channel where the Content was published, for a period of 30 days; and
 - the right to use the Fans' details such as, above all, name, image, likeness and performances in the Content and to communicate the Content to the public in accordance with above paragraph and in any earned media or public relations activity published by a third party.

You acknowledge and agree that the relevant Brand will not be required to remove from its social media channels any Content or any comment, share or re-post of a Content after the period set out in paragraph 30 days has expired.

In respect of each Content you publish to a Channel with Crowdy hashtag as a part of the Campaign and that is automatically uploaded to the App , you consent to the relevant Brand and its successors, licensees, and assigns, and anyone authorised by them, changing, copying, adding to, taking from, adapting, translating or publishing without attribution to you, in any manner or context, or doing any other act or omitting to do any thing in respect of the Content in the course of exercising their rights under paragraph 2, notwithstanding that such conduct may infringe your Moral Rights in the

Content, and, to the extent possible, you grant a waiver of all Moral Rights in each Content.

Brands image

You agree that, if you participate in a Campaign, you will not parody, disparage, make any adverse comment on or make fun of the Brand or its products or services in any way, and/or create any other material that undermines the Brand or its products or services, on any of your Channels in a way that may adversely impact the Campaign or the Brand's ability to benefit from the Campaign.

Rewarding

After you have completed the tasks set by the Brand in the Campaign and the Content is published you will be entitled to the reward offered by a Brand in accordance with these Terms.

It is upon Brand's discretion to choose which non-monetary reward to offer as a part of the Campaign. Should the Brand choose to offer sample or product, it will be subject to the delivery between 2 business day to 30 business days by a Brand. If for any unforeseen reason the delivery of your sample or product is delayed, Crowdy will not be held liable but will endeavour to notify you of these delays, and accelerate the delivery to you as reasonably possible.

Your entitlement to receive a reward is subject to your continued compliance with these Terms. In the event of any disputes in relation to your compliance and rewarding, Crowdy will work to resolve the dispute and determine whether or not you are entitled to the reward in accordance with these Terms.

You acknowledge and agree that you must not:

- accept a monetary arrangement from a Brand as partial or full payment for any Content as a part of the Campaign;
- accept, negotiate or attempt to negotiate with a Brand additional Content for a fee or reward that has been not specified in the Campaign; and/or
- otherwise circumvent, or negotiate or attempt to negotiate, terms or rewards with Brands in relation to a Campaign.

Relationship

As a Fan, you will at all times perform your obligations and provide Content to Crowdy and the Brand as an independent fan and not in the capacity of an employee, partner or agent or in any other capacity, and you acknowledge and agree that neither Crowdy nor the Brand will be obliged to pay to you or recover from you any amount, including in respect of annual leave, withholding tax, workers compensation contributions, income tax or any other similar payments or deductions.

You release Crowdy and the Brand, and their respective agents from any and all claims by you or under your authority arising out of or in connection with any portrayal, representation, impersonation or depiction of you in connection with these Terms.

You acknowledge that Crowdy has not made any guarantees in respect of the success of a Content or that a Content will be rewarded for by a Brand or in respect of your performance or otherwise.

You acknowledge that all right, title and interest in each Brand's products, services, trade marks, brands, logos and images are and will remain the property of that Brand at all times, and you must not copy or use them except to the extent necessary for you to participate in the Brand's Campaigns in accordance with these Terms or with the Brand's prior written consent.

For Brands

Registration

To register an account to create a Campaign as a brand, you must access the Platform and follow the steps specified in the Platform and these Terms.

If you are using the Platform on behalf of a Brand, you represent and warrant that you are authorised to accept these Terms on behalf of the Brand and bind the Brand to comply with these Terms.

Campaigns

Each Campaign shall have a reward that is upon Brand's discretion to choose, this can be promotional code, subscription to a Brand's service, invitation to an event, activity,

product or a sample. You acknowledge and agree that you must not offer a monetary reward or arrangement to a Fan as partial or full payment for a Content published as a part of the Campaign.

Crowdy reserves the right, in its sole discretion, to reject Campaigns that do not comply with these Terms.

You acknowledge and agree that:

- neither any Fan nor Crowdy is required to purchase any of Brand's products or services;
- if a Fan requests you to send a sample product, you are under no obligation to do so, unless such an arrangement is stated as a part of the Campaign; and
- Crowdy will not be responsible or liable in any way for late delivery or non-arrival of any products sent from you to a Fan. Any address provided by a Fan through the Crowdy Platform is not verified by us.

You warrant that you own the Intellectual Property Rights in any Content you upload to the Platform and have the right to pass the Content to Crowdy and Fans in the manner set out in these Terms.

Whilst Crowdy will carry out moderation of Content submitted by Fans and will use reasonable efforts to ensure that the Content complies with these Terms and can be used by the Brand without contravening any laws or infringing any third party rights, you acknowledge and agree that, even if any Content provided by Fans has been directed, reviewed and/or moderated by Crowdy, we cannot guarantee that the Content is legal, accurate, free of third party rights and otherwise suitable and appropriate publication as part of the applicable Campaign. You also acknowledge that, while Crowdy will carry out monitoring after Content is published to ensure that they continue to comply with these Terms, Crowdy will not do so after the end of the Campaign term or, which is after the expiry of the 30 days period. It is your responsibility to ensure ongoing compliance of the Content after that time.

You acknowledge that Fans are independent third parties and their audiences are not directly controlled by Crowdy, and any Content may have a risk of inheriting negative or unflattering comments about Brand or Brand's products or services.

You agree that, upon notice from Crowdy or when you learn that any Content is subject to an actual or threatened claim of infringement, violation of another right, or other

claim, or if Crowdy removes any Content for any reason and gives you notice of such removal, you will remove such Content from your computer systems and storage devices and will, to the extent possible, cease use of such Content.

You acknowledge that Crowdy has not made any warranties in respect of the success of any Campaign in respect of your business or commercial performance or otherwise of any Content, or other media, marketing communications channel, marketing or advertising campaign, promotion or advertisement.

Crowdy service

You acknowledge and agree that, you remain responsible for the conduct of the Campaign and your compliance with these Terms, and Crowdy will perform the Services with all due care and skill.

Crowdy will perform Services that it agrees in writing with you subject to any terms and conditions and limitations set out in that written agreement from time to time.

If you subscribe to Crowdy Services on the rolling basis:

- that subscription or other service arrangement can be terminated by either Crowdy or by you giving at least 1 months' notice to the other party, and such termination will take effect on the expiry of the then-current subscription term; and
- you are not entitled to a refund of any subscription fees or charges if you seek to cancel, or stop using, the Crowdy Services during a subscription term.

The fees and charges payable in respect of any Crowdy Services you subscribe for or order will be as set out in the applicable subscription agreement or invoice issued by Crowdy from time to time. If your Services subscription or order is on the rolling basis, Crowdy may vary the applicable subscription fees and other charges for the upcoming term by giving you notice at least 2 months prior to the start of the term to which the varied subscription fees or charges shall apply.

If you request changes to a Post submitted by a Fan, and the Fan agrees to make those changes, Crowdy may (through the Crowdy Platform) require you to 'pre-approve' that Content before the Content can be changed and re-submitted. In case of any disputes or misunderstandings between you and a Fan, Crowdy will endeavour to resolve those issues.

Payment

You agree to pay Crowdy all fees and charges required for your Brand's use of Crowdy Platform, and all fees and charges payable for the Services required for Campaign operation, inclusive of Additional Fan Fees, in accordance with these Terms.

To use or subscribe to Crowdy Services, you must pay all applicable subscription fees and other charges as set out in the applicable subscription agreement, invoice terms or other terms imposed by Crowdy.

You must pay all charges in respect of a Campaign in the manner set out in the applicable subscription terms or as otherwise advised by Crowdy in writing from time to time. Where payment method is not stated, it must be made by bank card through processor authorised by Crowdy. Crowdy reserves the right to charge a bank card surcharge.

Brands may request that Crowdy issue an invoice for fees and charges to be incurred in relation to a Campaign ("Invoice").

Where a Brand is approved to pay by Invoice, the Brand must provide Crowdy with a purchase order or insertion order (or similar) approving the total fees and charges to be included on the Invoice with all other necessary details included. Crowdy may, accept an invoice in lieu of a purchase or insertion order being provided.

Where Crowdy approves a Brand to pay by Invoice, the Brand irrevocably authorises Crowdy, its employees and agents to make such requests as Crowdy deems necessary to investigate the Brand's credit worthiness, including, without limitation, making inquiries from referees, banks or any other credit provider. The Brand hereby authorises such persons to disclose to Crowdy, its employees and agents, all information requested by Crowdy for the purpose of assessing Brand's credit worthiness. Any terms where Crowdy approves payment by Invoice, may be varied by Crowdy in its sole discretion and advised to you in writing.

In the event that a Brand requests an Invoice and Crowdy approves the Brand to pay by Invoice, a minimum Invoice amount of \$5000 (excluding GST in Australia), £3000 (excluding VAT in the UK), or \$5000 (excluding Sales Tax in the US) will apply, unless otherwise approved in writing by Crowdy. If a Brand is not based in Australia, the UK, or US, then Invoices will include other applicable tax where relevant.

You must pay the amount of any Invoice you have requested in accordance with the payment instructions specified in it or as agreed with Crowdy in writing. Where no such

terms of payment are specified or agreed, Crowdy's standard payment terms shall apply, being 14 days from the date specified on the Invoice.

You confirm that you are an authorised user of the card or account (as applicable) nominated on your Brand account, the provided card or account details are current, correct and complete, and will cover the full amount of the applicable charges. You must not pay, or attempt to pay, any charges through any fraudulent or unlawful means.

If you fail to pay any charges by the due date or Crowdy is unable to successfully process your payment, we reserves the right to charge a late payment charge calculated at a rate of ten percent (10%) per annum but no less than £10.00 per month. This amount represents a genuine and reasonable estimate of such costs and expenses associated with managing and processing late payments. You may also be responsible for all reasonable expenses incurred by Crowdy as a result of such late payment (including but not limited to costs to recover any unpaid charges). Crowdy reserves the right to restrict, suspend or terminate your access to the Crowdy Platform or any current Campaigns in the event you fail to pay any charges within the timeframe and in the manner required.

If you fail to pay the fees and charges applicable to a Campaign, including an Additional Fan Fee in accordance with these Terms or as otherwise agreed by Crowdy in writing, your right to use the affected Content is automatically terminated and you must immediately cease use of the applicable Content.

If Crowdy is required to collect indirect taxes (such as sales tax, value-added tax, withholding tax, etc.) under the laws of your state or country of residence, you shall be liable for payment and self-assessment of any such indirect tax in addition to, and at the same time as payment of fees to Crowdy under these Terms.

Crowdy will refund to you the amount of any Additional Fan Fee where Crowdy considers the Fan has breached these Terms in relation to the relevant Post. Crowdy may reimburse you amounts in other circumstances but is not obliged to do so.

You acknowledge and agree that your right to use a Content is strictly limited to the rights granted to you by the Fan under these Terms. For the avoidance of doubt, you must not use a Content in any form of paid, sponsored or promoted advertising, including within the Channel upon which the Content was published (for example, via Facebook Power Editor).

Nothing in these Terms grants to you any ownership or other rights (including Intellectual Property Rights) in any Posts or any Fan's details except as expressly set out in these Terms.

While Crowdy uses reasonable endeavours to obtain from Fans, under these Terms, all necessary rights for your use of Content as a part of the Campaign, you acknowledge that Crowdy may be unable to enforce such rights against Fans from time to time, including due to reason such as the Fan's age. You acknowledge that you take on the risk of any unenforceability of licences, assignments, warranties and other obligations granted or given by, or imposed on, that Fan.

If you wish to use a Content other than in accordance with these Terms, you must contact Crowdy directly (additional fees may apply).

You must not remove or disassociate, from the Content and/or the Platforms any watermarks or copyright notices contained indicating proprietary rights of Crowdy.

Where any Content includes Third Party Material, you must strictly comply with any use limitations notified to you in respect of the Third Party Material and obtain all licences required for your intended use of the Content prior to use of such Content, including obtaining any licences required with respect to Third Party Material.

General

All User information provided when registering an account must be current, correct and complete. Incomplete, ineligible or incomprehensible User account registrations will not be valid.

In registering an account with Crowdy, you warrant, represent and covenant that you have the right and authority to create an Account and agree to these Terms, including, where relevant, create an Account in the name of any Brand or individual, and to agree to these Terms and to use the Crowdy Platform on its or their behalf.

You are responsible for maintaining the strict confidentiality of your account details and for any activity carried out using your account, and you must not share or transfer your account details to a third party.

You agree to immediately notify Crowdy of any unauthorised use of your account or any other breach of security. It also your responsibility to notify Crowdy when you desire to cancel your account. Crowdy will not be responsible or liable for any loss or damage arising from your failure to comply with this paragraph.

Crowdy retains the right and absolute discretion to suspend, terminate or limit your access to your Account and/or the Crowdy Platform if it believes that you are:

- abusing or tampering with the Crowdy Platform (or any element thereof) in any way;
- that you have provided misleading information or made any misrepresentations to Crowdy in connection with the Crowdy Platform;
- that you have breached or are breaching these Terms; or
- that you have engaged in any unlawful, unethical or other misconduct calculated to jeopardise the proper administration of the Crowdy Platform (or any element thereof).

Crowdy's legal rights to recover damages or other compensation from you in such circumstances are reserved.

You must not encourage or facilitate any misrepresentation or suggestion that you or any entity has the approval or sponsorship of any other entity which you or it does not have.

You warrant that Content you upload to the Platform does not contain any representations or material that you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive.

When you link to any social media account through your account on the Crowdy Platform, you warrant, represent and covenant that:

- the social media account is the account of the Fan or Brand in whose name the account has been registered;
- if the account is in the name of a Brand, you are the authorised representative of the Brand with the right to access and use that social media account for the Brand; and
- if the account is in the name of a Fan and you are not the Fan, you are the authorised representative of the Fan and have the right to access and use that social media account for the Fan.

You are solely responsible and liable for any Content or information you transmit to other users of the Crowdy Platform.

To the extent permitted by Law, you agree to indemnify, defend and forever hold harmless, all related social media platforms and their associated agencies and

companies, against any and all losses, claims, costs, actions and damages (of any nature) which may be incurred in respect of your use of the Crowdy Platform. Crowdy may take action on behalf of the social media platforms where acts or omissions cause loss or damage to such social media platforms (regardless of whether or not Crowdy has suffered its own loss or damage).

Your use of any social media platforms or their features on Crowdy Platform is subject to the particular social media platform's prevailing terms and conditions and you consent and agree to be bound by them. You also acknowledge and consent to the Crowdy Platform accessing information you may have shared with the particular social media platform and contacting you via the social media platform or via the information you have shared (for example, through an email address provided to the social media platform). The Crowdy Platform is in no way sponsored, endorsed or administered by, or associated with, any social media platform.

Crowdy expects that you comply with all applicable Laws and industry self-regulation relating to influencer/advocacy marketing, including the AANA Guidelines (AU), CAP Code (UK), and Federal Trade Commission's Guides Concerning Endorsements and Testimonials in Advertising (USA). This means that marketing posts which are being facilitated through Crowdy should be transparent and labeled with appropriate disclosures if required.

Any questions, comments or complaints about the Crowdy Platform must be directed only to Crowdy.

Content

Without limiting the other requirements set out in these Terms, you must ensure that any Content you submit to the Crowdy Platforms does not contain anything that:

- (a) is illegal or contrary to any laws, applicable industry code or the requirements or relevant regulators;
- (b) is copied or adapted either wholly or substantially from any other work or material;
- (c) is indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, offensive or objectionable or contains, depicts or alludes to or promotes aggressive, unruly, antisocial, lewd or illegal behaviour or sexually suggestive imagery;

- (d) parodies, disparages or makes fun of Crowdy or its products of services in any way;
- (e) solicits passwords or personal information for commercial or unlawful purposes or provides any telephone numbers, street addresses, last names, URLs or email addresses (except to the extent required as part of a Campaign);
- (f) promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated materials;
- (g) involves the transmission of junk mail, chain letters, unsolicited mass mailing or spam;
- (h) infringes the privacy rights, contract rights or other rights (including Intellectual Property Rights) of any person, corporation or entity;
- (i) constitutes, encourages or provides instructions for any criminal offence or otherwise violates any Laws; or
- (j) contains any viruses, corrupted data or other harmful or malicious code of files.

Usage

Subject to your compliance with these Terms, you are granted a limited licence to access and use the Crowdy Platform in the manner permitted in these Terms.

You must not:

- decompile, reverse engineer, disassemble, convert or authorise any third party to decompile, reverse engineer, disassemble or otherwise convert any element of the Crowdy Platform to a human perceivable form;
- distribute or republish any element of the Crowdy Platform in any way;
- resell, rent, lease, licence or lend any element of the Crowdy Platform;
- transmit or otherwise make available malware or any other harmful components in connection with the Platforms;
- defeat, disable or circumvent any security feature of the Crowdy Platform;
- transfer any element of the Crowdy Platform to any third party;

- interfere with or disrupt the operation of the Platforms or the servers or networks that host them, or disobey any laws, regulations, procedures, or policies of such servers or networks;
- use any data mining, robots or similar data gather or extraction methods;
- register, subscribe or unsubscribe, or attempt to subscribe or unsubscribe, any party to any product or service if you are not expressly authorised by such party to do so;
- sell, licence, lease or in any way seek to commercialise any component of the Crowdy Platform without specific written authorisation from Crowdy; or
- infringe and/or violate these Terms.

You must not engage in crawling, scraping, caching or otherwise accessing any content on the Crowdy Platform via automated means, except with Crowdy's written consent.

Crowdy reserves the right to monitor the Crowdy Platform generally and all user account activity. If your account shows signs of fraud, abuse or suspicious activity, Crowdy may close or freeze the account immediately. Your failure to comply with the above provisions may result in the termination of your access to the Platforms and may also expose you to civil and/or criminal liability.

The Crowdy Platform may contain links to other sites not maintained by or under the control of Crowdy. Crowdy is not responsible for the content of any links, whether or not Crowdy is affiliated with that linked site. Crowdy makes no claim or representation, and accepts no responsibility, directly or indirectly, for the quality, nature or reliability of such linked sites. If applicable, you should review terms and policies of any linked sites you visit.

Any and all costs associated with downloading, installing, accessing and using the Crowdy Platform remain your responsibility, including internet costs.

Intellectual Property rights

Crowdy owns the intellectual property in all products and services related to Crowdy such as trade name, service marks, logo, codes, content, products and services etc. Users must not use Crowdy's intellectual property as their own or reproduce Crowdy's products as their own without Crowdy's prior written consent. All rights in and to the material and content available in the Platforms, other than user data, are reserved to Crowdy and are protected by all applicable laws, including copyright and trademark law

and may not be used except as permitted in these Terms. Nothing in these Terms will constitute a transfer, assignment or grant of any ownership rights in any Intellectual Property Rights in the Crowdy content and materials to the User.

Taxes

All amounts payable under these Terms are exclusive of amounts in respect of VAT chargeable from time to time. Where delivery of taxable service is made under these Terms, the recipient of that service shall, on receipt of a valid VAT invoice, pay to the supplier of service such amounts of VAT as are chargeable on the supply of service and at the same time as payment is due for the supply of service under these Terms.

Indemnification

You agree to indemnify, and must defend and hold harmless, Crowdy and its related bodies corporate, personnel, employees and agents, from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in any way connected with any of the following (including as a result of your direct activities on the Crowdy Platform):

- (a) your Content or access to the Crowdy Platform;
- (b) your use or inability to use the Crowdy Platform;
- (c) your breach or alleged breach of these Terms (including any warranties given under them);
- (d) (where you are a Fan) your claim against a Brand for any reason;
- (e) (where you are a Brand) your claim against a Fan for any reason;
- (f) any claim by any third party (including any other Brand or Fan) arising directly or indirectly from your breach of any of the provisions of these Terms;
- (g) any claim or allegation that your Content infringes a third party's rights, including Intellectual Property Rights;
- (h) your violation of any applicable Laws; and
- (i) any misrepresentation made by you.

Liability limitation

You may be exposed to Content that is harmful, obscene, misleading or inaccurate on Crowdy Platforms. Under no circumstances will Crowdy be liable in any way for any Content, including but not limited to any errors or omissions in such Content or any kind of loss or damage incurred as a result of any use of Content posted, transmitted or otherwise made available via the Crowdy Platform.

Any liability of the Crowdy to a Brand in connection with these Terms or the Brand's use of the Crowdy Platforms or Services, regardless of the form or cause of action be it in contract, warranty, tort, negligence or any other basis, shall be limited to the amount actually paid by the Brand to Crowdy for the services related to the Brand's most recent Campaign, except to the extent otherwise required by Law.

Crowdy shall not be liable to Fans for damages of any kind arising out of the Fans' use of the Crowdy Platform, except to the extent otherwise required by Law.

Without limiting the foregoing, in no event shall Crowdy or any of its directors, associated entities, successors in title, licensees or assigns or employees or agents (including other members of the Crowdy) be liable for any direct, indirect, special, incidental, consequential (including but not limited to loss of profits, loss of business revenue or loss of goodwill), punitive or exemplary damages, arising out of, or in connection with, the Crowdy Platforms, any of the Crowdy Services, these Terms or any Content or Campaign. The foregoing limitations apply whether the alleged liability is based on tort, contract, negligence or any other basis, even if Crowdy or any other party has been advised of the possibility of such damages. This limitation of liability includes, without limitation, any damages caused by or resulting from you relying on any information obtained from Crowdy, or that results from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, delays in operation, or any failure of performance, whether or not resulting from acts of God, communication failures, theft or destruction or unauthorised access to Crowdy's records.

Disclaimers

The Crowdy Platforms, the content and materials available are provided on an "as is" basis and "as available" basis without warranties of any kind, either expressed or implied, to the fullest extent permissible by applicable law, including, without limitation, any implied warranties of merchantability, satisfactory quality, non-infringement or

fitness for a particular purpose. Crowdy does not make any guarantees and does not provide any undertaking that the Crowdy Platform will be available at all times or that it will be error free, reliable or secure or free from viruses or other harmful components or that any defects will be fixed. You agree that your use of the Crowdy Platforms is entirely at your own risk and that Crowdy disclaims any and all responsibility for any direct, indirect, punitive or consequential damage or loss that you may suffer or incur as a result of using the Crowdy Platform (including but not limited to loss of profits, loss of business revenue or loss of goodwill). This includes any loss that results from any interference, malfunction, delays, failures or damage that occurs to your device or that results from accessing, installing, updating or using the Crowdy Platforms. Your sole remedy against Crowdy for dissatisfaction with the Crowdy Platforms or any content is to stop using the Crowdy Platforms or such content.

Changes to the Terms

Crowdy may, in its sole discretion, amend these Terms from time to time, including any other policies incorporated thereto. Amendments to these Terms are effective as of the stated last revised date and your continued use of the Platforms on or after the last revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event where these Terms should be amended to comply with any legal requirements, the changes may take effect immediately, or as required by the law, without any prior notice.

Changes to Platforms

Crowdy has the right to correct, change, amend, improve or make any other change to the Platforms, content and material without any prior notice at any time. Crowdy is not liable for modification and/or discontinuation of the Platforms and/ or content to the User and/or any third party.

Additional

The laws of England apply to these Terms.

If the User wants to take legal action against Crowdy, only the courts of England can deal with any matter relating to these Terms.

If the Crowdy Platforms are not capable of running as planned for any reason beyond the reasonable control of Crowdy, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Crowdy Platforms, or if any social media platform alters its terms of service, access or permission in such a way that affects the Crowdy Platforms, Crowdy reserves the right, in its absolute discretion, to cancel, terminate, modify or suspend the Crowdy Platforms.

No additional User agreement or other terms and conditions (including purchase or insertion order terms and conditions) may be imposed on Crowdy unless agreed by Crowdy in writing and, in such case, if other terms and conditions are inconsistent with these Terms, these Terms shall prevail to the extent of any inconsistency.

You may not assign any rights or obligations under these Terms, in whole or in part, to any third party without the prior written consent of Crowdy. Crowdy may assign its rights or obligations hereunder at its sole discretion.

Any waiver of any provision of these Terms will only be effective if in writing and signed by Crowdy. If any term or part of any term is in any way unenforceable, invalid or illegal, it is to be amended so as to be enforceable, valid and legal. If this is not possible, the term or its part is to be severed from these Terms without affecting the enforceability, validity or legality of the remaining terms or its parts which will continue in full force and effect.

Nothing in these Terms is intended nor does create a partnership, agency, employment or fiduciary relationship between Crowdy and User of the Crowdy Platform.

Contact details

You may contact Crowdy via:

Email: info@crowdy.app

Restrictions

Unless explicitly permitted under these Terms you may not:

- use the Platforms and/or the content for any illegal, immoral, unlawful and/or unauthorised purposes;

Warranties

Crowdy and its representatives do not warrant that:

- Service is free from malware or other harmful components; and
- That the use and operation of Platforms is or will be timely, accurate, uninterrupted, without errors, secure or free of other program limitations.

Crowdy will not be responsible for any error, fault or mistake related to any content and information displayed within the Platforms. Crowdy and its representatives are not responsible for any consequences that may result from technical problems in relation to the Platforms to you. You understand and agree that use of the Platforms and/or the content is entirely at your own risk.