

## **Introduction and Acceptance of Terms**

Welcome to Hypefy, the innovative platform designed to revolutionize influencer marketing. Our services automate and optimize the entire influencer marketing process, from finding and negotiating with influencers to tracking campaign results and processing payments. By using the Hypefy platform ("Platform"), you, the business client, agree to be bound by these Terms and Conditions ("Terms"), which govern your access to and use of our services.

These Terms serve as a legal agreement between you (either an individual or a business entity, referred to herein as "you" or "User") and Hypefy ("we," "us," or "our"), and they outline your rights and responsibilities when using our Platform. It is important that you read them carefully. By accessing or using the Platform, you signify your acknowledgment and assent to the Terms set forth below. If you do not agree to these Terms, you must not access or use the Platform.

The Platform is intended solely for business clients engaged in influencer marketing activities. By agreeing to these Terms, you represent and warrant that you have the authority to bind the entity to these Terms and that you are using the Platform for commercial purposes.

Please be aware that these Terms include limitations on our liability to you and affect how disputes between us are resolved. In particular, it includes an arbitration agreement and waiver of certain rights to jury trials and class actions.

We reserve the right to update or modify these Terms at any time, without prior notice, by posting the revised version on our website. Your continued use of the Platform after any such changes take effect constitutes your acceptance of the new Terms. Therefore, we encourage you to review the Terms periodically for any changes.

For any questions or concerns regarding these Terms, please contact us at [hello@hypefy.ai](mailto:hello@hypefy.ai).

## **Content Ownership and Use**

This section of the Terms and Conditions governs the ownership and use of content created, shared, or published through the Hypefy platform ("Platform") by influencers ("Content Creators") and the rights of business clients ("Clients") in relation to such content.

**Content Ownership:** All content created, shared, or published by Content Creators through the Platform, including but not limited to videos, images, text, and any other forms of media or creative works, remains the exclusive property of the Content Creator who created it. Hypefy does not claim ownership of any content provided, posted, or made available by Content Creators on the Platform.

**License to Hypefy:** By posting content on the Platform, Content Creators grant Hypefy a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the Platform and Hypefy's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels. This license exists only for as long as the Content Creator chooses to continue to include such content on the Platform and will terminate at the time the Content Creator explicitly requests removal or deletion of that content from Hypefy.

**Rights of Clients:** Clients may view, interact with, and utilize the content as part of the Platform's provided services. However, if Clients wish to use, reproduce, distribute, or otherwise exploit the Content Creators' content beyond the scope of the Platform's services, they must obtain explicit permission from the Content Creator, typically through a direct agreement which may include a buyout of the content. Such arrangements are solely between the Client and the Content Creator and are not governed by Hypefy. Hypefy facilitates these interactions but is not a party to any agreement between Clients and Content Creators regarding content ownership or use rights.

**Content Infringement Claims:** If Content Creators believe that their intellectual property rights have been infringed by a Client or another third party outside the agreed terms of use, they are encouraged to contact Hypefy for initial support and guidance. However, the ultimate resolution of such infringement claims will be the responsibility of the Content Creator, and they may pursue any necessary legal action to protect their rights. Hypefy commits to cooperating with Content Creators in investigating and addressing legitimate infringement claims.

**Content Responsibility:** While Hypefy facilitates the sharing and distribution of content, it does not monitor all content posted and is not responsible for the content created by Content Creators. Content Creators are solely responsible for their content, including ensuring they have all the necessary rights to post it on the Platform and that it does not infringe on the rights of any third party.

### **Service Use Guidelines**

The Hypefy platform is designed to provide a collaborative and efficient environment for businesses and influencers to connect and engage in influencer marketing activities. To maintain a high standard of quality

and ensure a positive experience for all users, we have established the following service use guidelines. By using the Hypefy platform, you agree to comply with these guidelines, as well as all applicable laws and regulations.

**Professional Conduct:** All interactions on the platform should be conducted professionally and respectfully. This includes communications between businesses and influencers, negotiations, and public postings. Any form of harassment, abuse, or disrespectful behavior is strictly prohibited.

**Accurate Information:** Users must provide accurate and current information during registration and when creating or updating their profiles. Misrepresentation of identity, qualifications, or intentions on the platform is not allowed.

**Intellectual Property:** Respect for intellectual property rights is fundamental on Hypefy. Users must have the appropriate rights to any content they post or share on the platform and must not infringe on the intellectual property rights of others. This includes unauthorized use of copyrighted materials, trademarks, or proprietary information.

**Confidentiality:** Users may have access to confidential information through their interactions on the platform. Such information must be kept confidential and not disclosed to third parties without explicit permission from the owner of the information.

**Compliance with Laws:** Users are responsible for ensuring that their use of the platform and any related marketing activities comply with all applicable laws, regulations, and industry standards, including those related to advertising, privacy, and data protection.

**Prohibited Activities:** The following activities are prohibited on the Hypefy platform:

Any form of spamming, including unsolicited mass messaging or advertising.

The posting of false, misleading, or harmful content.

The creation of multiple accounts for the purpose of evading user restrictions or policies.

The use of the platform for illegal activities or to promote illegal products/services.

Attempting to disrupt the platform's operations or security.

**Reporting Violations:** Users are encouraged to report any activity or content that they believe violates these guidelines. Hypefy is committed to taking appropriate action, which may include removing content, suspending accounts, or terminating agreements.

**Modification of Guidelines:** Hypefy reserves the right to modify these Service Use Guidelines at any time. Users will be notified of significant changes, but it is the responsibility of users to review these guidelines periodically for any updates.

By adhering to these guidelines, users help create a positive and productive environment on the Hypefy platform. Violations of these guidelines may result in suspension of service or termination of the user's account at Hypefy's discretion.

## **Data Privacy and Security**

Hypefy is committed to protecting the privacy and securing the data of all its platform users, including business clients and influencers. This section outlines our approach to data privacy and security, detailing the types of information we collect, how it's used, and the measures we take to protect it.

**Data Collection:** We collect information necessary to provide our services effectively, which may include but is not limited to, user names, email addresses, business details, social media profiles, and payment information. Information can be collected directly from users or through the use of the platform and services.

**Use of Data:** The data collected is used to facilitate the services offered through the Hypefy platform, including account setup and management, service delivery, communication with users, and improvement of platform features and usability. We may also use the information for compliance with legal obligations and for marketing purposes, with user consent where required.

**Data Sharing and Disclosure:** Hypefy does not sell, rent, or trade user information to third parties. Data may be shared with third-party service providers to the extent necessary for providing the platform services, such as payment processing, shipment handling, and email service providers, under strict confidentiality agreements. We may also disclose information to comply with legal requirements, enforce our policies, or protect our or others' rights, property, or safety.

**Data Security:** We implement a variety of security measures designed to maintain the safety of your personal information. These include physical, electronic, and procedural safeguards, such as secure servers, firewalls, encryption of financial data, and restricted access to data by authorized personnel only.

**User Rights:** Users have rights regarding their personal data, including the right to access, correct, delete, or transfer their data, as well as the right to withdraw consent for processing activities and the right to object to certain processing activities. Hypefy provides tools and settings to access, review, and modify personal information within the platform.

**Data Retention:** We retain personal data only for as long as necessary to provide the services requested by the user, comply with our legal obligations, resolve disputes, and enforce our agreements. Upon the expiration of the data retention period, we take appropriate steps to delete or anonymize personal data.

**Changes to Privacy Practices:** Any changes to our data privacy and security practices will be posted on this page and, where appropriate, notified to you by email. Users are encouraged to review this section periodically for the latest information on our privacy practices.

**Contact Information:** For any questions or concerns about our data privacy and security practices, please contact us at [hello@hypefy.ai](mailto:hello@hypefy.ai).

## **Payments and Fees**

This section of the Terms and Conditions outlines the payment obligations of businesses (referred to as "Clients") using the Hypefy platform for influencer marketing services.

**Service Fees:** Hypefy charges fees for access to and use of the platform and its services ("Service Fees"). The specific fees, including any subscription plans, one-time charges, or commission-based fees, are detailed on our pricing page or communicated through our service agreement. All fees are quoted in EUR, and Clients are responsible for any taxes, levies, or duties imposed by taxing authorities.

**Payment Terms:** Payment of Service Fees is due in accordance with the terms specified for the selected service plan or agreement. Hypefy reserves the right to update its pricing. Any changes to Service Fees will be communicated to Clients in advance through the platform or via email.

**Billing and Payment Method:** Clients must provide a valid payment method (such as a credit card or other approved method) to use the Hypefy services. By submitting such payment information, Clients authorize Hypefy to charge all Service Fees incurred through their account to the provided payment method.

**Late Payment:** In the case of late payment, Hypefy may charge a late fee at the maximum rate permitted by law. Hypefy reserves the right to suspend access to the platform and services until all outstanding payments are received.

**Refunds and Cancellations:** Services purchased on the Hypefy platform are subject to our refund policy. Generally, Service Fees are non-refundable except in specific circumstances where Hypefy determines, at its sole discretion, that a refund is appropriate.

**Disputes:** Any disputes about charges to a Client's account must be submitted to Hypefy in writing within 30 days of the charge. This does not waive Hypefy's right to collect any outstanding balances.

**Changes to Payment Policies:** Hypefy reserves the right to modify its payment policies and fees at any time. Changes will be effective immediately upon posting on the platform or notification to Clients, as applicable.

**Contact Information for Billing Questions:** For any questions or concerns about billing, payment, or Service Fees, please contact our support team at [hello@hypefy.ai](mailto:hello@hypefy.ai).

### **Termination and Account Cancellation**

This section explains the conditions under which either Hypefy or the user (business clients and influencers) may terminate the use of the Hypefy platform and services, as well as the process for account cancellation.

**User-Initiated Termination:** Users may terminate their account and cease using the Hypefy platform at any time, for any reason, by following the account cancellation procedure outlined on the Hypefy platform. Upon account cancellation, the user's access to the platform and any data associated with the account will be deactivated.

**Hypefy-Initiated Termination:** Hypefy reserves the right to terminate a user's account or restrict access to the platform and services if:

The user breaches any terms of these Terms and Conditions, including but not limited to, the Service Use Guidelines and Payment and Fees sections.

The user engages in conduct that Hypefy deems harmful to its business, other users, or any third parties.

There is an extended period of inactivity by the user.

**Notice of Termination:** Except in cases where immediate termination is justified by a user's breach of terms or unlawful activity, Hypefy will provide the user with reasonable notice of termination to allow for the resolution of any issues that may have led to the decision for termination.

**Effects of Termination:** Upon termination, all rights and licenses granted to the user under these Terms and Conditions will cease, and the user must cease all use of the platform and services. The user will not have access to their Hypefy account or any content or data stored within it. However, certain sections of these Terms and Conditions will remain in effect after termination, including but not limited to, Content Ownership and Use, Data Privacy and Security, and any others which by their nature should survive termination.

**Data Retention and Deletion:** Following termination, Hypefy will retain and delete the user's data in accordance with the Data Privacy and Security terms and applicable laws and regulations. Users may request the deletion of their data by contacting [hello@hypefy.ai](mailto:hello@hypefy.ai).

**Dispute Resolution:** In the event of a dispute related to termination, users are encouraged to contact Hypefy directly to seek a resolution. Hypefy is committed to fair and transparent processes to resolve any issues that may arise.

**Modification of Termination Policy:** Hypefy reserves the right to modify the terms of this Termination and Account Cancellation section at any time. Such changes will be communicated to users through the platform or via email and will be effective immediately unless otherwise stated.

### **Limitations of Liability and Disclaimers**

The Hypefy platform serves as a facilitator, connecting businesses with influencers to optimize and automate influencer marketing efforts. While we strive to offer a reliable and effective platform, there are inherent risks in online collaboration and content sharing. This section outlines the limitations of Hypefy's liability and disclaimers regarding platform use.

**General Disclaimer:** Hypefy provides the platform and services on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Hypefy does not guarantee the accuracy, completeness, reliability, or timeliness of the platform, services, or any content therein.

**Content Disclaimer:** Content created, shared, or published on the platform by influencers or businesses is the sole responsibility of the entity from which such content originated. Hypefy does not endorse, support, represent, or guarantee the truthfulness, accuracy, or reliability of any content posted on the platform nor does it endorse any opinions expressed therein. Users agree that by using the platform, they may be exposed to content that might be offensive, harmful, inaccurate, or otherwise inappropriate.

**Third-Party Links:** The platform may contain links to third-party websites or resources. Hypefy provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources. Users assume all risk arising from their use of any such websites or resources.

**Limitation of Liability:** To the maximum extent permitted by applicable law, Hypefy, its affiliates, directors, employees, agents, or suppliers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to, use of, or inability to access or use the platform; (b) any conduct or content of any third party on the platform, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (c) any content obtained from the platform; or (d) unauthorized access, use, or alteration of your transmissions or content.

**Indemnification:** Users agree to indemnify and hold harmless Hypefy, its affiliates, officers, directors, employees, and agents from any claim, suit or action arising from or related to the use of the platform or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees.

**Acknowledgement:** Users acknowledge that Hypefy does not vet or control the businesses or influencers on the platform and, as such, does not guarantee the quality, safety, or legality of the engagements arranged through the platform. Users agree that Hypefy is not liable for any acts or omissions of users, whether on the platform or as a result of interactions facilitated by the platform.

**Changes to the Disclaimer:** Hypefy reserves the right to modify these disclaimers and limitations on liability at any time. Such changes will be effective immediately upon posting on the platform or notification to users, as applicable.

## **Dispute Resolution**

Hypefy is committed to resolving disputes fairly and efficiently. This section outlines the process for resolving any disputes or claims arising out of or relating to the Terms and Conditions, the platform, or the services provided by Hypefy.

**Informal Resolution:** Before pursuing formal dispute resolution procedures, users are encouraged to contact Hypefy directly to seek an informal resolution. Most concerns can be resolved quickly and amicably by contacting our customer support team.

**Mediation:** If the dispute cannot be resolved informally, the parties agree to attempt to settle the dispute by mediation, facilitated by an impartial third-party mediator located in Croatia. Both parties agree to participate in the mediation in good faith and to share equally in its costs.

**Arbitration:** If the dispute cannot be resolved through mediation, the parties agree that the dispute shall be referred to and finally resolved by arbitration administered in Croatia, under the arbitration rules of the Croatian Chamber of Economy. The arbitration shall be conducted in the English language, and the arbitral decision shall be final and binding on both parties.

**Jurisdiction and Governing Law:** Any disputes that are not subject to arbitration, as set forth above, and any legal proceedings that may arise out of or in connection with these Terms and Conditions or the use of the platform, shall be subject to the jurisdiction of the courts located in Croatia. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Croatia, without giving effect to any choice or conflict of law provision or rule.

**Limitation on Claims:** Users agree that any cause of action arising out of or related to the Hypefy platform must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

**Waiver of Jury Trial and Class Actions:** By agreeing to these Terms, users waive any constitutional or statutory rights to go to court and have a trial in front of a judge or a jury. Users agree to resolve any disputes through binding arbitration or small claims court. Furthermore, users waive any rights to bring or participate in any class action litigation or arbitration.

## **Modification to the Terms**

Hypefy reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time to reflect changes to our services, changes in the law, or for other reasons. The following outlines the process by which these modifications will be communicated and implemented:

**Notification of Changes:** Any changes to these Terms and Conditions will be posted on the Hypefy platform and/or emailed to the users using the email address provided during registration. Users are encouraged to periodically review the Terms and Conditions posted on the platform for any changes.

**Effective Date:** Changes to the Terms and Conditions will become effective immediately upon their posting on the platform or as otherwise stated in the notification. In certain cases, we may specify a later effective date for changes.

**User's Continued Use:** Your continued use of the Hypefy platform after the posting of changes to these Terms and Conditions will signify your acceptance of those changes. If you do not agree to the modified terms, you should discontinue your use of the platform.

**Archival of Previous Terms:** For users' convenience, the prior versions of the Terms and Conditions will be archived and accessible on the platform. Users can review these versions to understand how the Terms and Conditions have evolved over time.

**User Responsibility:** It is the user's responsibility to check the Terms and Conditions periodically for changes. Your continued use of the platform following the posting of changes will mean that you accept and agree to the changes.

By agreeing to these Terms and Conditions, users acknowledge and agree that it is their responsibility to stay informed about and to comply with the current terms of these Terms and Conditions.