

Introduction and Acceptance of Terms

Welcome to Hypefy, the innovative platform that automates and optimises influencer marketing, from finding and negotiating with content creators to tracking campaign results and processing payments. By using the Hypefy platform (the "Platform"), you agree to be bound by these Terms and Conditions (the "Terms"), which govern your access to and use of the Platform and our related services.

These Terms form a legally binding agreement between you (referred to as "you" or "User") and Hypefy (referred to as "we", "us" or "our"). They set out your rights and responsibilities when using the Platform. Please read them carefully. By accessing, registering for or otherwise using the Platform, including by clicking "I agree", ticking an acceptance box, or signing an order form that refers to these Terms, you confirm that you have read, understood and agreed to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Platform.

The Platform is intended for commercial and professional use only. By accepting these Terms, you represent and warrant that you are using the Platform in the course of your trade, business or profession, that you have full authority to enter into these Terms, and (where you accept on behalf of a company or other legal entity) that you are duly authorised to bind that entity. To the maximum extent permitted by applicable law, consumer protection rules do not apply to your use of the Platform.

Please note that these Terms include important provisions that limit our liability to you, require disputes to be resolved by arbitration in Croatia, and waive certain rights to participate in class or representative proceedings. Your attention is specifically drawn to the sections titled "Acceptable Use and Prohibited Conduct", "Engagement Authenticity", "Limitations of Liability and Disclaimers", "Indemnification", "Termination and Account Cancellation" and "Dispute Resolution".

We may update or modify these Terms from time to time to reflect changes to the Platform, market practice or applicable law, without prior notice, by posting the revised version on our website. Your continued use of the Platform after a change takes effect constitutes your acceptance of the updated Terms. If you do not accept the updated Terms, your sole remedy is to stop using the Platform and close your account.

For any questions or concerns regarding these Terms, please contact us at hello@hypefy.ai.

Who Can Use Hypefy

Business use only. The Platform is provided for commercial and professional purposes only and is not directed at consumers. You may not use the Platform for personal, non-commercial purposes.

Minimum age. The Platform is not available to, and may not be used by, anyone under the age of 16. By using the Platform you confirm that you are at least 16 years old. We do not knowingly allow anyone under 16 to register or otherwise use the Platform. If we become aware that a user is under 16, we will suspend or terminate the relevant account, cancel any related campaigns and delete or restrict the relevant personal data in accordance with applicable law.

Users aged 16 to 17. If you are aged between 16 and 18, you may use the Platform only as a content creator ("Content Creator") and only with the prior, informed and continuing consent of your parent or legal guardian. By using the Platform, you represent and warrant that:

- such consent has been given and remains in force, and that your parent or legal guardian has reviewed and accepted these Terms on your behalf and is jointly and severally responsible with you for your compliance with them;
- your activities on the Platform will comply with all applicable laws concerning the engagement of minors in commercial, advertising or content-creation work, including any rules on permitted working hours, mandatory rest periods, schooling and the management of minors' earnings; and
- all amounts payable to you will be paid into a bank account held in your name and supervised by your parent or legal guardian (or held jointly with them).

Hypefy may, but is not obliged to, request evidence of parental or guardian consent at any time. We may suspend or terminate your account, and cancel any related campaigns, if we become aware or reasonably suspect that consent has not been given, has been withdrawn, or cannot be verified, or that any of the above representations is or has become untrue.

Restricted content for users under 18. Users under 18 must not create, post or promote content relating to alcohol, tobacco, nicotine or vaping products, gambling or other games of chance, weapons, adult or sexually suggestive material, dating or romance platforms, cryptocurrencies or other high-risk financial products, prescription pharmaceuticals or weight-loss products, cosmetic procedures, or any other category restricted under applicable law for minors. We may refuse, remove or require the removal of any such content at any time, irrespective of any consent given, where we consider it inappropriate, exploitative or potentially harmful to the minor.

False information about age or guardianship. Providing false, misleading or unverifiable information about your age, identity or guardianship is a material breach of these Terms and entitles us, without prior notice, to terminate your account, cancel any ongoing campaigns, withhold or forfeit pending payments to the extent permitted by law, recover any resulting losses from you (and from any parent or guardian), and report the matter to the competent authorities where we consider it appropriate or required by law.

Content Ownership and Use

Content ownership. All content created, shared or published by Content Creators through the Platform, including videos, images, text, audio recordings and any other media or creative works (together, "Content"), remains the exclusive property of the Content Creator who created it. Hypefy does not claim ownership of any Content provided, posted or made available on the Platform.

Licence to Hypefy. By posting Content on the Platform, Content Creators grant Hypefy a worldwide, non-exclusive, royalty-free, sublicensable (to our affiliates and to service providers acting on our behalf) and transferable (in the context of a corporate reorganisation, merger, acquisition or sale of all or substantially all of our assets) licence to host, store, cache, reproduce, format, optimise, translate, transcode, distribute, display, perform and otherwise use the Content for the purposes of (a) operating, securing and improving the Platform; (b) promoting Hypefy and the Platform, including through case studies, showreels and marketing materials, provided that we will seek the Content Creator's prior consent before using identifiable Content (other than aggregated or anonymised data) for external marketing; (c) training and improving our machine-learning models, from which Content Creators may opt out by writing to hello@hypefy.ai; and (d) complying with applicable law. This licence ends when the Content Creator removes the relevant Content from the Platform, except in respect of (i) back-up or archival copies retained as reasonably necessary, (ii) Content already incorporated into a Client deliverable, and (iii) usage rights validly acquired by a Client before removal.

Rights of Clients. Unless otherwise agreed in writing in an individual campaign agreement, each Content Creator grants the commissioning business client (each, a "Client") a non-exclusive, worldwide, royalty-free, non-sublicensable licence to use, reproduce, publish, distribute and display the Content created in connection with the relevant campaign, solely on the channels, in the territories, for the duration and for the purposes specified in the campaign brief. Any use beyond that scope, including paid amplification, dark posts, whitelisting, repurposing on owned or earned media, out-of-home advertising, broadcast or cinema use, or use beyond the agreed duration or territory, requires the Content Creator's prior written consent and the payment of any additional fee agreed between them (a "Usage Buyout"). Hypefy facilitates these interactions but is not a party to any agreement between Clients and Content Creators regarding extended use, unless we expressly state otherwise.

Client materials. Clients retain ownership of all intellectual property rights in their brand assets, trademarks, logos, product imagery, scripts and other materials supplied to a Content Creator. Clients grant the commissioning Content Creator a limited, non-exclusive, non-transferable, royalty-free licence to use such materials solely for the purpose of executing the relevant campaign. That licence ends when the campaign is completed or terminated.

Warranties as to Content. Each Content Creator represents and warrants that the Content is original to the Content Creator (or has been lawfully licensed for use under these Terms); that the use of the Content as contemplated by these Terms will not infringe any intellectual property right, privacy right, publicity right or other right of any third party; that the Content Creator has obtained all consents, releases and clearances (including music synchronisation licences) necessary for the Content; and that the Content does not contain any defamatory, unlawful, indecent or otherwise objectionable material.

Content infringement claims. If you believe that your intellectual property rights have been infringed by Content on the Platform, please contact us at hello@hypefy.ai with sufficient identification of the work allegedly infringed, the precise location of the Content in question, your contact details, a good-faith statement that the use is not authorised, and a statement that the information you provide is accurate. We will act diligently on valid notices, may remove or disable access to the Content concerned, and will notify the affected Content Creator (who may submit a counter-notice).

Content responsibility. Hypefy facilitates the sharing and distribution of Content but does not pre-screen or monitor all Content posted, and is not responsible for any Content created or uploaded by Content Creators. Content Creators are solely responsible for their Content, including for ensuring they have all rights necessary to post it and that it does not infringe on the rights of any third party.

Feedback. If you provide us with any suggestion, idea, enhancement request, recommendation or other feedback about the Platform or our services ("Feedback"), you assign to us all rights in that Feedback and we may use it for any purpose without restriction and without compensation to you. You agree that we are free to develop, modify or improve the Platform based on Feedback without any obligation to you.

Our brand and trademarks. "Hypefy", the Hypefy logo, and all related names, logos, product and service names, designs and slogans are trademarks of Hypefy or its affiliates. You may not use these trademarks without our prior written consent. You may, however, refer to "Hypefy" in a factual, descriptive manner, for example, stating that a campaign was managed through the Hypefy platform, provided you do not suggest any partnership, endorsement or sponsorship by Hypefy that does not exist.

Acceptable Use and Prohibited Conduct

The Platform is designed to provide a collaborative and efficient environment for businesses and creators to engage in influencer marketing activities. By using the Platform, you agree to comply with these rules and with all applicable laws and regulations.

Professional conduct. All interactions on the Platform, including communications between Clients and Content Creators, negotiations and public-facing posts, must be conducted professionally, courteously and lawfully. Any form of harassment, intimidation, bullying, hate speech, discrimination, threats, doxing or abusive conduct is strictly prohibited.

Accurate information. You must provide accurate, current and complete information when registering and when creating or updating your profile, and must keep that information up to date. Misrepresentation of identity, qualifications, affiliations, authority, audience composition, audience size, engagement metrics or campaign performance, including by use of synthetic or AI-generated personas presented as human Content Creators without disclosure to the Client and to Hypefy, is strictly prohibited.

Compliance with laws. You are responsible for ensuring that your use of the Platform and any related marketing activities comply with all applicable laws, regulations and industry standards. Content Creators and Clients must ensure that all sponsored, gifted, affiliated or otherwise commercial Content includes clear and conspicuous disclosure of its commercial nature as required by applicable law and self-regulation. Liability for any failure to disclose rests exclusively with the Client and the Content Creator concerned, who will jointly and severally indemnify Hypefy in respect of any resulting claim.

Confidentiality. You may have access to confidential information through your interactions on the Platform, including business plans, campaign briefs, performance data, pricing, audience analytics, technical information and trade secrets. You must keep all such information strictly confidential and not disclose it to any third party without the prior written consent of the owner of the information, except as required by law.

Prohibited activities. You must not, and must not authorise or permit any third party to:

- use the Platform in any way that breaches applicable law, infringes the rights of any person, or is fraudulent, dishonest, deceptive or misleading;
- post the false, misleading or harmful content, or content that is defamatory, obscene, indecent, sexually explicit, gratuitously violent, hateful, discriminatory or otherwise unlawful;
- engage in any form of fraudulent or inauthentic engagement, including the purchase, sale or use of bots, fake followers, fake likes, fake views, fake comments or fake engagement; the use of click farms or engagement pods; the artificial inflation or manipulation of campaign metrics; or the misrepresentation of paid or scripted engagement as organic ("Engagement Fraud");
- use the Platform for illegal activities or to promote illegal products or services, including narcotics, unlicensed pharmaceuticals, unlicensed financial products, counterfeit or stolen goods, or goods or services subject to sanctions;
- circumvent, or attempt to circumvent, the Platform's matching, communication, payment or compliance systems with the intent of (i) avoiding our fees, (ii) transacting off-Platform with Content Creators or Clients introduced through the Platform during the term of these Terms and for 12 months after, or (iii) evading our compliance controls ("Platform Leakage");

- send unsolicited mass messaging, advertising or other spam to other Users via the Platform or by reference to contact details obtained through the Platform;
- create or operate multiple, false or duplicate accounts, or maintain an account after we have terminated it without our prior written consent;
- reverse-engineer, decompile, scrape, crawl, data-mine, harvest or otherwise extract data from the Platform other than through interfaces we have expressly authorised; the provisions of this paragraph constitute an express reservation of our rights, including for the purposes of Article 4(3) of Directive (EU) 2019/790 on copyright in the Digital Single Market;
- introduce any virus, worm, ransomware, malicious code or denial-of-service attack, or otherwise attempt to disrupt the security, integrity or proper operation of the Platform; or
- use the Platform, or any data obtained from it, to train any artificial intelligence or machine-learning system, other than with our prior written consent.

Reporting violations. You are encouraged to report any activity or content that you believe violates these Terms to hello@hypefy.ai. We treat reports as confidential to the extent reasonably practicable and investigate them in good faith. Where we determine that a violation has occurred, we may take any action we consider appropriate, including removing content, issuing warnings, suspending accounts or terminating these Terms.

Engagement Authenticity

We take audience authenticity seriously. We may, at any time and without notice, conduct audience-quality, authenticity and engagement audits in respect of any Content Creator, using our own systems, third-party tools or any other method we consider appropriate. Where an audit indicates Engagement Fraud, manipulation of audience metrics or any other material breach of these Terms, we may suspend or terminate the affected account, cancel any ongoing campaign, withhold or forfeit pending payments, require repayment of amounts already paid in respect of fraudulent engagement, and recover from the breaching User the resulting losses suffered by Hypefy and the affected Clients.

Data Privacy and Security

Hypefy is committed to protecting the privacy and security of all Platform users. Our full processing of personal data is described in our Privacy Policy, which is available on our website and forms part of these Terms.

Data collection. We collect the information we need to provide our services effectively, which may include names, email addresses, social security numbers, business details, social media profiles, audience analytics and payment information. Information may be collected directly from you or generated through your use of the Platform.

Use of data. We use the data we collect to provide and improve the Platform, to set up and manage accounts, to deliver our services, to communicate with you, to detect and prevent fraud and abuse, to comply with our legal obligations, and (where required, with your consent) for marketing purposes.

Data sharing. We do not sell, rent or trade your personal data to third parties. We may share data with third-party service providers (for example payment processors, identity verification providers and email service providers) to the extent necessary to provide the Platform, under appropriate contractual

confidentiality and data-protection obligations. We may also disclose data to comply with legal requirements, enforce these Terms, or protect our rights, property or safety or those of others.

International transfers. Personal data may be transferred to, and processed by, our affiliates and service providers located outside the European Economic Area, including in the United States. Any such transfer is made on the basis of an adequacy decision adopted by the European Commission, the European Commission's Standard Contractual Clauses, or another lawful transfer mechanism under the GDPR.

Data security. We implement appropriate technical and organisational measures designed to protect personal data, including secure servers, firewalls, encryption of financial data and restricted access to data by authorised personnel only. No system, however, is completely secure, and we cannot guarantee absolute security.

Your rights. You have rights under the GDPR and other applicable data-protection laws, including the right to access, rectify, delete, restrict, port and object to the processing of your personal data, and to withdraw any consent given. You may also lodge a complaint with the Croatian Personal Data Protection Agency (AZOP) or another competent supervisory authority. To exercise any of these rights, please contact us at hello@hypefy.ai.

Data retention. We retain personal data only for as long as necessary to provide the Platform, comply with our legal obligations, resolve disputes and enforce our agreements. Once the retention period expires, we delete or anonymise the data.

Automated decision-making. You acknowledge that the Platform uses artificial intelligence and automated decision-making for matching, audience analytics, fraud detection, content moderation and pricing recommendations. If you consider that any such decision significantly affects you within the meaning of Article 22 of the GDPR, you may request human review by writing to hello@hypefy.ai.

Service Availability and Beta Features

We work to make the Platform available continuously, but we do not warrant any specific level of availability and do not provide service-level guarantees except where expressly agreed in an order form. We may carry out planned maintenance (where practicable outside Croatian business hours and with notice) and unscheduled maintenance for security or operational reasons. We may also add, modify, remove, suspend or discontinue any feature of the Platform at any time, and where a change is reasonably likely to have a material adverse effect on your use, we will use reasonable efforts to give you advance notice.

From time to time, we may make features available marked as "beta", "preview", "experimental" or "early access". These are provided on an "as is" basis without warranty of any kind, may change or be withdrawn at any time without notice, and we accept no liability arising from your use of them.

Payments and Fees

Service fees. Hypefy charges fees for access to and use of the Platform ("Service Fees"). The specific fees, including any subscription plans, one-time charges or commission-based fees, are set out on our pricing page or in our service agreement with you. 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. Unless otherwise stated, Clients must pay each invoice within 30 days of its date in cleared funds, without set-off, counterclaim, deduction or withholding (other than any deduction or withholding required by law).

Billing and payment method. Clients must provide a valid payment method to use the Platform. By submitting payment information, the Client authorises us to charge all Service Fees incurred through its account to that payment method.

Payments to Content Creators. We facilitate the disbursement of campaign remuneration to Content Creators in accordance with the relevant campaign agreement, subject to receipt of corresponding funds from the Client (where we operate an escrow or pass-through model), completion of any required compliance checks, issuance of any required invoice, and any withholding required for tax or regulatory purposes. We are not a bank or licensed payment institution and act only as a technical facilitator of payments. Each Content Creator is solely responsible for assessing, declaring and paying its own taxes (including income tax, VAT, social-security contributions and withholding taxes) arising from its activities on the Platform.

Tax information and reporting. Where we are required to collect and report information about you or your earnings to a competent tax authority, including under Council Directive 2021/514 (DAC7) and the Croatian Act on Administrative Cooperation in the Field of Taxation, you must provide all information we reasonably request (including tax identification numbers, residence information and business activity classifications) and keep it up to date. We may suspend payments or your account until you provide the requested information.

Late payment. Late payments will bear interest from the due date until actual payment at the statutory rate of default interest applicable under Croatian law, accruing daily, and we may also recover our reasonable costs of recovery (including legal fees). We may suspend access to the Platform and our services if any undisputed Service Fee remains unpaid for more than 10 business days after the due date.

Refunds. Save where required by law, Service Fees are non-refundable. Any refund granted is at our sole discretion and does not constitute a course of dealing.

Billing disputes. Any dispute about an invoice must be notified to us in writing within 30 days of the invoice date, failing which the invoice is deemed accepted. The Client must pay the undisputed portion of any invoice on the due date.

Pricing changes. We may revise our Service Fees from time to time. Changes apply prospectively to campaigns instructed after the effective date of the change, and in respect of subscription-based services from the next renewal period after at least 30 days' prior notice.

Termination and Account Cancellation

Termination by you. You may terminate these Terms and close your account at any time by following the cancellation procedure on the Platform or by writing to hello@hypefy.ai. Termination takes effect on completion of any then-outstanding campaigns and payment of all accrued Service Fees.

Termination by us for convenience. We may terminate these Terms and close your account on not less than 30 days' prior written notice to you.

Termination for cause. We may terminate these Terms, close your account and/or suspend your access to the Platform with immediate effect, without prior notice and without liability, where: (a) you commit a material breach of these Terms which is incapable of remedy, or which (being capable of remedy) is not remedied within 14 days of our written notice; (b) you engage in any Engagement Fraud, Platform Leakage or other prohibited conduct, or in any breach of the sections "Who Can Use Hypefy", "Data Privacy and Security" or "Sanctions, Anti-Money Laundering and Anti-Bribery"; (c) we are required to do so by law, court order or competent authority; (d) you have provided false, misleading or unverifiable information, including in respect of age, identity, guardianship or beneficial ownership; (e) you become subject to bankruptcy, insolvency or liquidation proceedings or are unable to pay your debts as they fall due; (f) your account has been inactive for a continuous period exceeding 24 months; or (g) we cease to provide the Platform or the relevant services.

Suspension. We may also suspend (in whole or in part) your access to the Platform, the performance of our services or the disbursement of payments to you, where we reasonably believe that a circumstance giving rise to a right of termination exists or is imminent, or where suspension is reasonably required to protect the Platform, Hypefy or other Users.

Effects of termination. On termination, all rights and licences granted to you under these Terms cease, save those expressed to survive (including Client usage rights validly acquired before termination), you must stop using the Platform and must not attempt to re-register without our prior written consent, all accrued payment obligations remain due and payable, and we may retain, delete, anonymise or return your data in accordance with our Privacy Policy and applicable law. The sections "Content Ownership and Use", "Data Privacy and Security", "Sanctions, Anti-Money Laundering and Anti-Bribery", "Limitations of Liability and Disclaimers", "Indemnification" and "Dispute Resolution", and any other provision which by its nature is intended to survive termination, will continue in force.

Sanctions, Anti-Money Laundering and Anti-Bribery

You represent, warrant and undertake to us that you, your directors, officers, beneficial owners, controlling persons and (where relevant) affiliates are not, and are not owned or controlled by any person who is, the subject or target of any economic, financial or trade sanctions. You undertake not to engage, in connection with your use of the Platform, in any activity that would cause Hypefy or any of its affiliates to be in breach of any sanctions.

You must comply with all applicable laws relating to anti-money laundering, counter-terrorism financing, the prevention of financial crime and anti-bribery and anti-corruption, and must maintain appropriate policies and procedures to prevent any such offence. We may carry out identity, business, beneficial ownership, sanctions, source-of-funds and other compliance checks in connection with your use of the Platform at any time, and you must cooperate promptly with any such check. We may suspend access to the Platform and withhold any payment pending the satisfactory completion of any such check, and may terminate these Terms with immediate effect if you are or become in breach of this section.

Independent Contractors

Each User is an independent contractor. Hypefy is a technology intermediary: we do not ourselves provide advertising, editorial, broadcasting or media-buying services, and we are not a party to any engagement, contract or arrangement entered into between a Client and a Content Creator (or between either of them and an agency). Nothing in these Terms creates any partnership, joint venture, agency, fiduciary or employment relationship between Hypefy and any User, between any two Users, or between Hypefy and any individual associated with a User. No User may represent otherwise to any tax, social-security or labour authority.

Limitations of Liability and Disclaimers

The Hypefy platform serves as a facilitator, connecting businesses with creators to optimise and automate influencer marketing efforts. While we work to provide a reliable and effective Platform, there are inherent risks in online collaboration and content sharing. This section sets out the limitations of our liability and the disclaimers that apply to your use of the Platform.

General disclaimer. The Platform and our services are provided on an "as is" and "as available" basis, without any warranty of any kind, whether express or implied, including (without limitation) any implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement, or that the Platform will be uninterrupted, error-free, secure or free from viruses. We do not warrant the accuracy, completeness, reliability or timeliness of the Platform, our services or any content on the Platform.

Content disclaimer. Content created, shared or published on the Platform by Content Creators or Clients is the sole responsibility of the entity from which it originated. Hypefy does not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any Content posted on the Platform, nor any opinion expressed in it. You agree that by using the Platform you may be exposed to Content that is offensive, harmful, inaccurate or otherwise inappropriate. We make no warranty as to the conduct, performance, qualifications or solvency of any other User, the genuineness of audience data, the commercial outcome of any campaign, or the suitability of any Content Creator for any Client. We do not vet or control the businesses or creators on the Platform and are not liable for the acts or omissions of any User.

Third-party links. The Platform may interoperate with, or contain links to, services and content operated by third parties (including social media platforms, payment processors, analytics providers and identity-verification providers). Your use of any such third-party service is governed by the terms of the relevant third party. We make no representation or warranty in respect of any such third-party service, which you access at your own risk.

Liability not excluded. Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, or for gross negligence or wilful misconduct.

Excluded losses. Subject to the preceding paragraph, and to the maximum extent permitted by applicable law, neither party will be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for any loss of profits or anticipated profits, loss of revenue, loss of business, contracts or opportunity, loss of goodwill or reputation, loss or corruption of data, wasted management time, or any indirect, consequential, special, exemplary or punitive loss or damage, however arising.

Cap on liability. Subject to the "Liability not excluded" paragraph above, our total aggregate liability to you in respect of all claims arising out of or in connection with these Terms, the Platform or our services, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, in any 12-month period will not exceed the greater of (i) the total Service Fees actually paid by you to us in the 12 months immediately preceding the event giving rise to the liability and (ii) ten thousand Euro (EUR 10,000). You acknowledge that these limitations and exclusions are a reasonable allocation of risk between us having regard to the nature of our services and the level of Service Fees paid, and that the Service Fees would be materially higher in their absence.

Time limit on claims. You may not bring any claim against us under these Terms unless you notify us in writing, with reasonable detail of the nature and amount of the claim, within 12 months of becoming aware (or being deemed reasonably to have become aware) of the matter giving rise to it, and in any event within two years of the event giving rise to it.

Indemnification

You will indemnify, defend and hold harmless Hypefy, its affiliates and their respective directors, officers, employees, agents and contractors from and against any and all losses, damages, liabilities, claims, demands, awards, settlements, fines, penalties, costs and expenses (including reasonable legal fees on a full indemnity basis) suffered or incurred by any of them and arising out of or in connection with: (a) any breach by you of these Terms or of any representation, warranty, covenant or undertaking you have given under them; (b) your Content, or any use by you of another User's Content beyond the scope of the licences granted under these Terms; (c) any infringement, misappropriation or violation by you of any intellectual property right, privacy right, publicity right, moral right or other right of any third party; (d) any breach by you of applicable law, including advertising disclosure rules, child-protection rules, data-protection rules, anti-money laundering rules, sanctions and tax rules; (e) any dispute between you and any other User; and (f) any tax, social-security, employment or other regulatory obligation arising from your activities on the Platform.

Events Beyond Our Control

Neither party will be liable for any failure or delay in performing its obligations under these Terms to the extent caused by any circumstance beyond its reasonable control, including acts of natural disasters, severe weather, epidemic or pandemic, war, armed conflict, civil unrest, terrorism, governmental action, embargo, change in law, strike or other industrial action, failure of telecommunications networks or utility services, failure of third-party hosting or content-delivery providers, cyber-attack or denial-of-service attack. The affected party must promptly notify the other of the event and use reasonable endeavours to mitigate its effects and resume performance as soon as reasonably practicable. This section does not apply to payment obligations or to obligations of confidentiality. If such an event continues for more than 90 consecutive days, either party may terminate these Terms on written notice to the other, without liability save in respect of accrued rights and obligations.

Dispute Resolution

We are committed to resolving disputes fairly and efficiently. This section sets out the process for resolving any dispute or claim arising out of or relating to these Terms, the Platform or our services.

Informal resolution. Before pursuing formal dispute resolution, you are encouraged to contact us at hello@hypefy.ai to seek an informal resolution. Most concerns can be resolved quickly and amicably

this way. Both parties will negotiate in good faith, through senior representatives with authority to settle, for a period of not less than 30 days.

Mediation. If the dispute is not resolved by negotiation, the parties will first attempt to settle it by mediation conducted in Zagreb, Croatia, in the English language, before a sole mediator appointed by agreement or, failing agreement, by the Mediation Centre of the Croatian Chamber of Economy. The costs of mediation will be shared equally.

Arbitration. If the dispute is not resolved within 60 days of the commencement of mediation (or such longer period as the parties may agree), the dispute will be referred to and finally resolved by arbitration administered by the Permanent Arbitration Court at the Croatian Chamber of Economy in accordance with its Rules of Arbitration in force from time to time. The seat of arbitration will be Zagreb, Croatia; the tribunal will consist of a sole arbitrator; and the language of the arbitration will be English. The arbitral award will be final and binding on the parties.

Governing law and jurisdiction. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or their formation, are governed by and construed in accordance with the laws of the Republic of Croatia, without giving effect to any choice or conflict-of-law rule. Notwithstanding the arbitration agreement above, either party may apply to the competent courts of the Republic of Croatia for interim, provisional or injunctive relief in support of arbitration (including to protect intellectual property or confidential information), and we may bring proceedings in any court of competent jurisdiction for the recovery of unpaid Service Fees.

Limitation on claims. You agree that any cause of action arising out of or related to the Platform must commence within 12 months after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Waiver of class actions. To the maximum extent permitted by applicable law, you waive any right to participate in any class action, collective action, group action or representative proceeding against Hypefy. Disputes must be brought on an individual basis only, and the arbitral tribunal has no power to consolidate proceedings or to hear claims on a class or representative basis.

Modification of these Terms

We may change, modify, add or remove portions of these Terms from time to time, to reflect changes to our services, the Platform, market practice or applicable law.

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 take effect on the date stated in the notification (or, in the absence of a stated date, on the date the updated Terms are posted on the Platform).

Continued use. Your continued use of the Platform after a change takes effect constitutes your acceptance of the updated Terms. If you do not accept the updated Terms, you must stop using the Platform and close your account.

Archived versions. For your convenience, prior versions of these Terms will be archived and accessible on the Platform.

General

Entire agreement. These Terms, together with our Privacy Policy and any order form or other document we expressly incorporate by reference, constitute the entire agreement between you and us regarding their subject matter and supersede all prior agreements, understandings, representations and warranties relating to it.

Assignment. You may not assign, novate, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent. We may freely assign, novate or transfer these Terms, in whole or in part, to any of our affiliates or in connection with a corporate reorganisation, merger, acquisition, financing or sale of all or substantially all of our assets, in each case by notice to you.

Severance. If any provision of these Terms is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, or, if not capable of such modification, deleted. The remaining provisions will continue in full force and effect.

No waiver. No failure or delay by either party in exercising any right or remedy under these Terms constitutes a waiver of that right or remedy.

Third-party rights. Except as expressly provided, these Terms do not confer any right or remedy on any person other than you and us. Each of our affiliates and each other person indemnified under these Terms may, however, enforce the relevant indemnity, the limitation of liability and the licences granted in our favour directly against you as if it were a party to these Terms.

Language. These Terms are concluded in the English language. Any translation we provide is for convenience only; in the event of any inconsistency, the English version prevails.

Notices. Any notice to us under these Terms must be in writing and sent by email to hello@hypefy.ai. Notices of a legal nature, including notices of breach, termination, dispute or claim, must additionally be sent by registered post or recognised courier to our registered address (set out in the "Contact Us" section below), marked for the attention of the Managing Director. Notices to you will be sent to the email address associated with your account or delivered through the Platform, and are deemed received on the date sent.

Electronic acceptance. Your acceptance of these Terms by electronic means, including by clicking "I agree", ticking an acceptance box, registering for an account or otherwise accessing or using the Platform, constitutes valid and binding acceptance of these Terms.

Contact Us

For any question relating to these Terms or to the Platform, please contact us at hello@hypefy.ai.