



TERMS OF SALE AND OF USE

Last updated: 13 November 2023

Welcome to Hemblem's website and app!

1. ABOUT US

- 1.1. We are **HEMBLEM APP UK LIMITED**, trading as "**Hemblem**", a company registered in England and Wales under company registration number 15035986. Our registered office is at C/O Irwin Mitchell LLP Riverside East, 2 Millsands, Sheffield, South Yorkshire, United Kingdom, S3 8DT.
- 1.2. Hemblem provides a website and an app which act as platforms to facilitate connections and communications between businesses, influencers and/or content creators for their commercial marketing purposes. Hemblem acts as an intermediary in providing this forum for its users.
- 1.3. You can contact Hemblem by sending an email to contactuk@hemblem.app.

2. ABOUT THESE TERMS AND OUR SERVICES

- 2.1. These Terms apply to anyone using Hemblem's Website or App and to businesses, influencers and content creators who sign up for any of Hemblem's Services.
- 2.2. You should read these Terms carefully before using the Website or the App, and before signing up for any Services. By using the Website or the App, or by signing up for any Services, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Website or the App immediately and you should not sign up for any Services.
- 2.3. Our Services are not intended for anyone under the age of 18, or for non-commercial purposes.
- 2.4. Hemblem reserves the right at any time to amend, change the functionality of, suspend, withdraw or remove, without the consent of its Users, any or all of the Services it offers.
- 2.5. These Terms apply to and form part of the Contract between Hemblem and the Members. They supersede any previously issued terms and conditions.
- 2.6. No terms or conditions endorsed on, delivered with, or contained in any User's or other party's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Hemblem otherwise agrees in writing.
- 2.7. Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

- 2.8. No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Hembem and the Member respectively.
- 2.9. Hembem reserves the right to vary these Terms as applicable to the Website and App from time to time. Our updated Terms will be displayed on the Website and App and by continuing to use and access the Website and App following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- 2.10. These Terms do not apply to the website, app and services of Hembem App in France. Please see our French terms ('Conditions Generales de Vente et d'Utilisation') if you are based in France, or using our French website or app, or purchasing services from the entity registered in France, Hembem App SASU.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In these Terms the following definitions apply:

"Account" means the Member account required to access the Services which have restricted access;

"Additional Fees" means any further fees payable due to a change to the Subscription Details or a request for additional Services agreed by Hembem;

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"App" means the application downloadable and executable from the operating system of a smartphone or tablet, published by Hembem on a platform chosen by Hembem;

"Applicable Law" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

"Billing Cycle" means the frequency of payment under a Subscription in accordance with the Subscription Details or these Terms;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England;

"Confidential Information" means any commercial, financial or technical information, information relating to the Services, plans, clients, users, suppliers, knowhow or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

"Content" means user generated content which is text, video or photo content presenting the products or services of a professional through the eyes of one of their users or customers;

"Content Creator" means a person listed as a content creators on the App or Website and is a person who creates Content;

"Contract" means the agreement between Hembem and the Member for the supply and purchase of Services incorporating these Terms and including all

Subscription Details and other contractual documents agreed between the parties;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”, “Controlled”** and **“under common Control”** shall be construed accordingly;

“Client” means a party who has agreed to purchase Services from Hembler;

“Data Protection Laws” means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement or supplement any such laws; and
- (d) any laws that replace, extend, reenact, consolidate or amend any of the foregoing;

“Force Majeure” means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, strike, lockout or boycott or other industrial action including those involving Hembler's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay, and excluding any inability for a User to perform its contract with another User;

“GDPR” means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

“Influencer” means a person listed as an influencer on the App or Website and who, by their status, their position or their media exposure on Social Media, is capable of influencing consumption habits and of promoting a Client to consumers.

“Intellectual Property Rights” means any and all copyright, rights in inventions patents, knowhow, trade secrets, trade marks, trade names, service marks, design rights, rights in getup, database rights and rights in data, semiconductor chip topography rights, utility models, domain names, rights in goodwill, rights in Confidential Information, rights to sue for passing off and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and

(f) in whichever part of the world existing;

"Member" means any person who has signed up for Hembem's Services as a registered User;

"Payment Method" means an up-to-date, valid means of payment of a form accepted by Hembem. Hembem may update the accepted means of payment from time to time;

"Personal Data" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"processing" has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **"process"**, **"processing"**, **"processed"**, and **"processes"** shall be construed accordingly);

"Project" means the specified scope of work agreed between a Client and an Influencer or Content Creator subject to these Terms and any additional specification from the Client;

"Services" means the services to be performed by Hembem being the provision of the Website or App, together with any other services that Hembem agrees in writing to provide as part of its contract with a Member;

"Social Media" means any online social media networks such as but not limited to Instagram or Tiktok;

"Subscription" means a subscription with a recurring payment obligation for a Client to access Client areas of the Website or App;

"Subscription Details" means the relevant contract details for the Subscription;

"Subscription Fees" means the fees paid by the Client as agreed in accordance with these Terms on a regular basis to receive the Services provided by Hembem;

"Subscription Term" the duration of a Subscription commitment;

"Terms" means the terms and conditions of sale and of use set out in this document;

"User" means any person who accesses, uses or has an account on the Website or App;

"User Data" means all data (in any form) that is provided to Hembem or uploaded or hosted on any part of any Services by the User;

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services; and

"Website" means the website <https://hembem.app/en>

3.2. In these Terms, unless the context requires otherwise:

3.2.1. a reference to the Contract includes these Terms, and their respective schedules, appendices and annexes (if any);

- 3.2.2. any clause, schedule or other heading in these Terms is included for convenience only and shall have no effect on the interpretation of the Terms;
- 3.2.3. a reference to a **"party"** includes that party's personal representatives, successors and permitted assigns;
- 3.2.4. a reference to a **"person"** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 3.2.5. a reference to a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 3.2.6. words in the singular include the plural and vice versa;
- 3.2.7. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 3.2.8. a reference to **"writing"** or **"written"** includes any method of reproducing words in a legible and nontransitory form;
- 3.2.9. a reference to legislation is a reference to that legislation as amended, extended, reenacted or consolidated from time to time;
- 3.2.10. a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 3.2.11. a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

4. WEBSITE AND APP TERMS OF USE

- 4.1. These terms of use set out how a User may use the Website and App and any of the content. The User shall comply, and a Client shall ensure that all persons using a Client Account comply, with these terms of use.
- 4.2. The Website and the App are for the User's commercial use only.
- 4.3. We make no promise that the Website or the App is appropriate or available for use in locations outside of the UK. If you choose to access the Website or the App from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 4.4. The User agrees that it is solely responsible for all costs and expenses that it may incur in relation to its use of the Website or the App.
- 4.5. As a condition of its use of the Website or the App, the User agrees not to use the Services nor permit them to be used:
 - 4.5.1. for any purpose that is unlawful under any Applicable Law or prohibited by these Terms;

- 4.5.2. to commit any act of fraud;
 - 4.5.3. to distribute any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware);
 - 4.5.4. for purposes of promoting unsolicited advertising or sending spam;
 - 4.5.5. to simulate communications from Hemblem or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 4.5.6. in any manner that disrupts the operations, business, equipment, websites, app or systems of Hemblem or any other person or entity (including any denial of service and similar attacks);
 - 4.5.7. to damage the reputation of Hemblem;
 - 4.5.8. in any manner that harms or may endanger minors or any other person;
 - 4.5.9. to promote any unlawful activity;
 - 4.5.10. to represent or suggest that Hemblem endorses any other business, product or service unless Hemblem has separately agreed to do so in writing;
 - 4.5.11. to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - 4.5.12. in any manner which may impair any other person's use of the Services or use of any other services provided by Hemblem to any other person;
 - 4.5.13. to attempt to circumvent any security controls or mechanisms;
 - 4.5.14. to attempt to circumvent any password or user authentication methods of any person;
 - 4.5.15. in any manner inconsistent with these Terms or any documentation provided by Hemblem from time to time; or
 - 4.5.16. in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in these Terms.
- 4.6. Any User Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Hemblem's discretion, acting reasonably. In particular, the User warrants and undertakes that any User Data and each such communication shall at all times be:
- 4.6.1. submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 4.6.2. free of any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware), at the point of entering any of the Services or Hemblem's systems;
 - 4.6.3. factually accurate;

- 4.6.4. provided with all necessary consents of all relevant third parties;
 - 4.6.5. not defamatory or likely to give rise to an allegation of defamation;
 - 4.6.6. not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
 - 4.6.7. not abusive, threatening, offensive, harassing or invasive of privacy;
 - 4.6.8. free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
 - 4.6.9. not racist, sexist or xenophobic;
 - 4.6.10. not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
 - 4.6.11. not liable to offend religious sentiments or deeply held beliefs; and
 - 4.6.12. unlikely to cause offence, embarrassment, annoyance or reputational damage to any person.
- 4.7. As a condition of use of the Services, the User agrees not to:
- 4.7.1. create a frame or any other browser or border environment around the content of the Services (or any part);
 - 4.7.2. display any of the trade marks or logos used on the Services without Hembler's permission together with that of the owner of such trade marks or logos; or
 - 4.7.3. use Hembler's trade marks, logos or trade names in any manner.
- 4.8. Hembler may prevent or suspend, without liability, a User's access to the Website or App if the User does not comply with these Terms or any Applicable Law.
- 4.9. Hembler does not actively monitor or check whether information supplied to it through the Website or App is confidential, commercially sensitive or valuable. Other than any personal information which will be dealt with in accordance with Hembler's Privacy Policy, Hembler does not guarantee that information supplied to it through the Website or App will be kept confidential and Hembler may use it on an unrestricted and free of charge basis as Hembler reasonably sees fit.
- 4.10. Hembler does not guarantee that the Website or App is accurate, up to date or free from bugs. Furthermore, Hembler does not guarantee that the Website or App will be fit or suitable for any purpose. Any reliance that a User may place on the information on the Website or App is at the User's own risk.
- 4.11. Hembler does not guarantee that the Website or App will be available at all times or that use of the Website or App will be uninterrupted.
- 4.12. The Website or App may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for the User's convenience only. Hembler has no control over third party websites and accepts no legal responsibility for any content, material or information contained

in them. The display of any hyperlink and reference to any third party website does not mean that Hembem endorses that third party's website, products or services. The use of a third party site may be governed by the terms and conditions of that thirdparty site and is at the user's own risk.

5. MEMBER ACCOUNTS

- 5.1. Use of the Website or App may require registration as a Member, particularly in order to access restricted areas of the Website or App.
- 5.2. Hembem is not obliged to permit anyone to register with the Website or App and Hembem may refuse, terminate or suspend registration to anyone at any time.
- 5.3. Only one Account can be created per Member. Each Account has its own login details, such as a username and password, chosen by the Member, which allow the Member to connect to their Account and to benefit from the associated restricted access Services.
- 5.4. The Member agrees to provide accurate and complete information when creating their Account. The Member shall also keep such information up to date on their Account.
- 5.5. An Account can only be accessed from one device at a time. Logging in to an Account on a second device shall cause the Member's session on the first device to end.
- 5.6. Login details are personal and confidential to the Member. The Member acknowledges and accepts that any log on to the Website or the App using the Member's login details, any use of any Services or any subscription or request made from the Member's Account, is deemed to have been done by the Member.
- 5.7. The Member agrees to keep their login details secret and to not disclose them in any form to any other person. Hembem also advises the Member to log out at the end of each visit to the Website or the App.
- 5.8. In the event of accidental sharing or theft of the Member's password, the Member must inform Hembem as soon as possible so that Hembem can deactivate and reset the Member's password. The Member will then need to choose a new password and possibly a new username. If the Member does not take sufficient steps to promptly inform Hembem of any compromised login details, the Member will be responsible for the consequences of any loss, theft, misappropriation, or unauthorised use of their login details.
- 5.9. Hembem shall not be responsible for the lack of complexity of the password chosen by the Member.
- 5.10. Hembem reserves the right to automatically suspend, without notice or compensation, temporarily or permanently, the Member's Account in the event of material or repeated noncompliance with these Terms.

6. CLIENT ACCOUNTS

- 6.1. In addition to the above Account terms, during the registration process and creation of an Account, the Client must provide the Client information required by Hembem, including, as required, the company name and trading name of the Client.

- 6.2. The Client must provide certain personal information for the Account, in particular a contact name and email address for Client.
- 6.3. The Client must also provide details of a Payment Method for their Account.
- 6.4. Following confirmation by Hembem of the creation of a Client's Account in accordance with clause 7.5 below, Hembem shall provide that Client with:
 - 6.4.1. a link to an online space from which the Client can view and manage their activities relating to the Services (for example meetings with Influencers or Content Creators, invoices, etc.),
 - 6.4.2. the Client's login details for this online space, and
 - 6.4.3. instructions for managing the presentation of the Client's business on the App and Website (for example their address, services provided, photographs, etc.) and for setting out the conditions relating to the engagement of Influencers and Content Creators via the Services.

7. CLIENT SUBSCRIPTIONS

- 7.1. To access the areas of the Website or App reserved for Clients, the Client must take out a Subscription by signing up for an Account as a Client and providing a Payment Method, or by reactivating and confirming a Payment Method for an existing Client Account. When signing up for or reactivating a Client Account and providing a Payment Method, the Client agrees to these Terms and commits to pay the Subscription Fees for the entire Subscription Term in accordance with these Terms.
- 7.2. Hembem offers various types of Subscriptions to allow the Client to access the Services of Hembem. The nature and scope of the Services to be provided by Hembem depend on the type of Subscription presented by Hembem and taken out by the Client.
- 7.3. Subscriptions are taken out electronically. The Client must check the Subscription Details, including the Subscription Fees and Subscription Term, and must correct or signal to Hembem any errors before confirming acceptance of the Subscription on the Website or App. When entering into a Subscription the Client confirms acceptance of the Subscription Details and these Terms.
- 7.4. Acceptance by the Client of a Subscription constitutes an offer by the Client to purchase Services and contract with Hembem subject to these Terms and the Subscription Details.
- 7.5. A Subscription shall not be accepted, and no binding obligation for Hembem to supply any Services shall arise, until Hembem confirms its acceptance of the Subscription. Hembem shall confirm acceptance of a Subscription by way of a confirmation email. This confirmation by Hembem constitutes acceptance of the Client's Subscription. Hembem may accept or reject a Client's Subscription at its discretion.
- 7.6. A Client Subscription begins, and the Client benefits from the Services offered by Hembem, from the start of the Subscription following successful receipt of payment of the initial Subscription Fees and confirmation of the Subscription by Hembem.
- 7.7. The Subscription is taken out by the Client for a specific duration. The Subscription Term depends on the Subscription taken out by the Client

according to the Subscription Details. The minimum duration of a Subscription is 12 months and in the absence of an agreed or stated duration, the Subscription Term shall be 12 months.

- 7.8. A Client's Subscription begins on the day the Subscription is confirmed by Hembem and Hembem successfully takes payment from the Client.
- 7.9. The length of the Subscription Term shall be as stated on sign up or renewal. The minimum Subscription Term is 12 months.
- 7.10. Subscriptions shall automatically renew at the end of the then-current Subscription Term, unless the Client has requested not to renew their Subscription by sufficient written notice to Hembem in accordance with clause 10.2, or the Subscription has otherwise been terminated by Hembem in accordance with these Terms.
- 7.11. The renewed Subscription Term shall be of the same length as the then-current Subscription Term unless Hembem agrees otherwise.

8. SUBSCRIPTION FEES

- 8.1. The Subscription Fees will be as set out in the Subscription Details communicated to the Client.
- 8.2. The Subscription Fees are in pounds (GBP).
- 8.3. The Subscription Fees are exclusive of VAT, which shall be payable by the Client in addition to the Subscription Fees.
- 8.4. Any Additional Fees shall be payable and take effect as part of the Subscription Fees at the start of the next Billing Cycle unless otherwise agreed by Hembem.
- 8.5. Hembem may increase its prices at any time. Any price increase shall be notified to the Client (by the means determined by Hembem) and, unless otherwise agreed by Hembem, shall take effect on renewal of the Subscription Term. If the Client does not request non-renewal of their Subscription in accordance with clause 10.2, the Client will be deemed to have accepted these new Subscription Fees.
- 8.6. Hembem may from time to time make available commercial offers and promotions which will be subject to additional terms communicated by Hembem. This price change will not impact the ongoing contract.

9. PAYMENT OF SUBSCRIPTION FEES

- 9.1. Subscription Fees are payable for the entire Subscription Term.
- 9.2. Unless Hembem states or agrees otherwise, Subscription Fees are payable monthly in advance.
- 9.3. Hembem will automatically take payment of the Subscription Fees from the Client's Payment Method at the start of the Subscription Term and in accordance with the Billing Cycle during the Subscription Term. By taking out a Subscription, the Client authorises Hembem to take payment of the Subscription Fees for the entire Subscription Term in accordance with these Terms.

- 9.4. The Client agrees to provide accurate and complete detail of their Payment Method. It is the Client's responsibility to ensure that the Payment Method on the Client's Account is up to date. The Client can amend their Payment Method either by updating it on their Account, or by providing the details of the new Payment Method to Hemblem.
- 9.5. Unless otherwise agreed or notified by Hemblem, the Client will be billed on the same day being the first day of each Billing Cycle (the "Payment Due Date").
- 9.6. Hemblem shall send the Client a VAT invoice for the Subscription Fees for each Billing Cycle. The Client shall pay any applicable VAT to Hemblem in addition to the Subscription Fees.
- 9.7. If Hemblem is unable to take payment or does not receive any payment on the Payment Due Date for any reason, Hemblem will contact the Client and shall request payment by another Payment Method.
- 9.8. If Hemblem does not receive payment within 30 Business Days of the Payment Due Date, Hemblem shall be entitled to suspend access to the Client Account and provision of Services to the Client until such payment has been received. Subscription Fees shall remain payable during any period of suspension of the Services.
- 9.9. If Subscription Fees remain unpaid for more than 60 Business Days, Hemblem may terminate the Subscription and all Subscription Fees for the Subscription Term shall become immediately due and payable by the Client in full on termination of the Subscription.
- 9.10. In addition to the Subscription Fees and any other amounts payable by the Client, in the case of any non-payment or late payment beyond the Payment Due date, Hemblem reserves the right, without limiting its other rights, to additionally charge the Client interest on overdue sums at 8% a year above the base rate of the Bank of England from time to time in force. Such interest shall accrue on a daily basis and apply from the Payment Due Date until actual payment in full, whether before or after judgment.
- 9.11. Hemblem shall also have the right, without limiting its other rights, to charge the Client fixed debt recovery costs of £40 excluding VAT for each late payment, as a reasonable reflection of Hemblem's costs in seeking recovery of such payment.

10. CANCELLATION OF A SUBSCRIPTION

- 10.1. The Client is not a consumer and does not have any right to cancel the Contract for a Subscription where it changes its mind.
- 10.2. The Client may at any time request not to renew its Subscription at the end of the then-current Subscription Term. If the Client does not want their Subscription to automatically renew, the Client must send Hemblem a written request not to renew their Subscription, providing sufficient details for Hemblem to identify the Client and Subscription, no later than 30 days before the expiry of the then-current Subscription Term. Where Hemblem receives such written prior notice, termination of the Contract for a Subscription shall take effect at the end of the then-current Subscription Term.
- 10.3. The Client does not have a right to terminate the Contract for a Subscription for convenience during the Subscription Term. If Hemblem agrees to early termination for convenience during the Subscription Term, all of the remaining

Subscription Fees payable for the remainder of the Subscription Term shall immediately become due from the Client.

- 10.4. Hembem shall have all the rights to terminate the Contract for a Subscription as set out in these Terms.

11. INFLUENCERS' AND CONTENT CREATORS' OBLIGATIONS

- 11.1. All Users who have an Account as an Influencer or a Content Creators shall comply with these Terms as applicable to them.
- 11.2. Influencers and Content Creators also agree to carry out the specified scope of work and to comply with the obligations they have agreed with a Client via the Website or App for a Project, which subject to these Terms form the contract between the Client and the Influencer or Content Creator for the Project.
- 11.3. Influencers agree to keep the Content produced for a Project (for example posts or stories on the relevant Social Media platform) accessible to the public for the length of time specified for the Project. In the absence of an express duration, Influencers must keep the Content accessible to the public for a period of no less than three months from the date first published.
- 11.4. Content Creators agree to make available to the Client the Content produced for a Project by uploading such Content to the App or Website in the manner directed by Hembem.
- 11.5. Influencers and Content Creators agree that Hembem may collect, store and share with the relevant Client any Content created for a Project.
- 11.6. In the event of noncompliance with the Project specification agreed with the Client, Hembem reserves the right to suspend or close the Influencer's or Content Creator's Account and to remove the Influencer or Content Creator from the Website and App.
- 11.7. Influencers and Content Creators agree to honour any appointment, reservation or any other deadline set with a Client through the Website or App.
- 11.8. In the event that an Influencer or Content Creator is unable to honour their appointment or reservation with a Client, they are responsible to for informing the Client and cancelling the appointment or reservation within the following deadlines:
- 11.8.1. at least 2 hours before the reservation time for a catering or drinking establishment (for example restaurants, cafés, bars, etc.); and
- 11.8.2. At least 48 hours before the appointment time for any other business.
- 11.9. As part of their relationship with Clients and when fulfilling Projects, Influencers and Content Creators agree to comply with the content requirements of the Client, of Hembem and of the Social Media platforms for which the Content is intended or posted. In particular, Influencers and Content Creators agree not to:
- 11.9.1. post pornographic, obscene, offensive or inappropriate content for a family audience;
- 11.9.2. post defamatory, abusive, violent, racist, xenophobic or revisionist comments;

- 11.9.3. post content that is false, misleading or promotes illegal, fraudulent or deceptive activities;
 - 11.9.4. post content that harms the image or reputation of third parties;
 - 11.9.5. post content likely to undermine the integrity of any computer system, including those of third parties;
 - 11.9.6. post content likely to harm the Client's brand or reputation;
 - 11.9.7. more generally, post content likely to infringe the rights of Clients in any way.
- 11.10. Hembler reserves the right to suspend and/or delete the Influencer's or Content Creator's Account and to remove the Influencer or Content Creator from the Website and App in the event that the Influencer or Content Creator:
- 11.10.1. does not comply with the appointment or reservation cancellation requirements set out here, or repeatedly cancels appointments or reservations cancellations;
 - 11.10.2. posts Content that does not comply with the content requirements set out in these Terms; or
 - 11.10.3. does not fulfil its obligations to a Client.
- 11.11. In the event of non-compliance with these Terms, the Influencer or Content Creator agrees to indemnify and keep indemnified Hembler and the Client for any and all liabilities, fines, claims, demands and other losses arising from and in connection with such non-compliance by the Influencer or Content Creator.
- 11.12. Influencers and Content Creators acknowledge and accept that the suspension or deletion of their Account will not give rise to any claim for compensation.
- 11.13. Hembler shall take reasonable steps to ensure that the content created by Influencers and Content Creators complies with the Client's specifications for the Project but Hembler shall have no liability in this respect.
- 11.14. Hembler shall not be liable (except to the extent required by Applicable Law) for any content created or posted by Influencers or Content Creators on the App or Website or on Social Media.

12. INTELLECTUAL PROPERTY

- 12.1. Content Creators agree that Hembler and the Client for any Project may use any Content without charge or limitation. The Content Creator hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Content with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Hembler at the time such Content is first provided to Hembler by way of uploading the Content to the Website or App or otherwise sharing such Content with Hembler.
- 12.2. The Content Creator hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Hembler under the Contract.

- 12.3. Hembem grants the Client a royalty-free, non-exclusive, non-transferable licence to the Content assigned to Hembem by the Content Creator in respect of a Project.
- 12.4. To the extent required for performance of the Services by Hembem, and for use of the Content by the Client for and as a result of the Project, the Influencer grants a royalty-free, non-exclusive, non-transferable licence to each of Hembem and the Client and to their respective Affiliates to use the Content for this purpose.
- 12.5. All Intellectual Property Rights in and to the Services (including in all studies, drawings, models, prototypes, photographs, videos, etc. carried out (even at the request of the Client) as part of the Services, and including all developments and improvements to the Services) belong to and shall remain vested in the Supplier, or where relevant the applicable third party owner.
- 12.6. Users may be able to store or transmit User Data using one or more Services. The User hereby grants a royalty-free, non-transferable, non-exclusive licence for Hembem, its Affiliates and sub-contractors to use, copy and otherwise utilise the User Data to the extent necessary to perform or provide the Services or to exercise or perform Hembem's rights, remedies and obligations under the Contract.
- 12.7. Hembem may use any feedback and suggestions for improvement relating to the Services, provided by any User, without charge or limitation. The User assigns all Intellectual Property Rights in any such feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Hembem and its Affiliates at the time such feedback is first provided.
- 12.8. This clause 12 shall survive termination or expiry of the Contract.

13. COMPLIANCE WITH LAW

All Users shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with the Contract.

14. PERSONAL DATA

- 14.1. All Users agree to comply with Data Protection Laws as applicable to their obligations under the Contract and any contract for a Project.
- 14.2. Hembem collects, uses and processes Personal Data of its Users in accordance with Hembem's Privacy Policy available at <https://hembem.app/assets/uk-privacy-policy.pdf>

15. WARRANTIES AND STANDARD OF PERFORMANCE

- 15.1. The Website and App are provided 'as is' and without warranty to the maximum extent permitted by law.
- 15.2. Hembem warrants to the Client that it shall provide any Services other than the Website and App, and with which it contracts with a Client on a paid for basis, with reasonable skill and care and materially in accordance with the Contract.
- 15.3. Hembem shall use reasonable endeavours to support Clients in their use of the Website and App during normal office hours on Working Days, subject to any

additionally agreed terms for the provision of support services to Clients under a Contract.

- 15.4. The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Users acknowledge that such risks are inherent in online services and Hembem shall have no liability for any such delays, interruptions, errors or other problems.
- 15.5. Time of performance of any Services shall not be of the essence.
- 15.6. The Client shall provide all information reasonably required by Hembem to enable it to perform the Services contracted with a Client.
- 15.7. Hembem shall not be liable for any delay or failure of performance of any Services for a Client caused by any act or omission of the Client or any other User.
- 15.8. The Client acknowledges that no liability or obligation is accepted by Hembem (howsoever arising whether under contract, tort, in negligence or otherwise) that the Services shall meet the Client's individual needs, whether or not such needs have been communicated to the Supplier; that the operation of the Services shall not be subject to minor errors or defects; or that the Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible by Hembem in any documentation relating to the Services.
- 15.9. If there is a breach of any warranty in clause 15.2, Hembem shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Subscription Fees and/or Additional Fees for the impacted Services which were otherwise payable for the period during which Hembem was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 15.9 sets out the Client's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 15.2.
- 15.10. Other than as set out in this clause 15, and subject to clause 16.10, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

16. LIMITATION OF LIABILITY

- 16.1. Hembem, by way of its App and Website, acts as platform to facilitate exchanges between Clients, Influencers and Content Creators.
- 16.2. All Members are independent third party natural or legal persons and are not employed by Hembem.
- 16.3. Hembem is a third party to any relations between the Clients, Influencers and Content Creators, and therefore Hembem excludes any liability with respect to the relationship between those parties.
- 16.4. Hembem shall not have any liability for a dispute, and in particular any delay or cancellation of an appointment, between the Clients, Influencers or Content

Creators. Hemblem shall therefore not be liable in the event of losses incurred by Clients of whatever nature resulting from its relations with Influencers or Content Creators.

- 16.5. Hemblem shall not have any liability in relation to content produced by Clients, Influencers or Content Creators, nor for any User Data, to the fullest extent permitted by Applicable Law.
- 16.6. The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.
- 16.7. Subject to clauses 16.9 and 16.10, Hemblem shall not be liable for consequential, indirect or special losses.
- 16.8. Subject to clauses 16.9 and 16.10, Hemblem shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; and/or wasted expenditure.
- 16.9. The limitations of liability set out in clauses **Error! Reference source not found.** to 16.8 shall not apply in respect of any indemnities given by any User under the Contract.
- 16.10. Nothing in these Terms and any other contractual documents shall in any way limit the liability of any party in respect of the following:
 - 16.10.1. death or personal injury caused by negligence;
 - 16.10.2. fraud or fraudulent misrepresentation;
 - 16.10.3. any other losses which cannot be excluded or limited by Applicable Law.

17. FORCE MAJEURE

- 17.1. Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly without delay notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so.
- 17.2. If the Force Majeure event continues for a continuous period of more than 30 days, the parties must come together to discuss a possible modification of the Contract.
- 17.3. In the absence of an agreement between the parties within 30 days and if the case of force majeure persists, either party, may terminate the Contract by written notice to the other party without any compensation being owed.

18. TERMINATION

- 18.1. Hemblem may terminate the Contract at any time by giving notice in writing to the User if:
- 18.1.1. the User commits a material breach of Contract and such breach is not remediable;
 - 18.1.2. the User commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 15 days of receiving written notice of such breach;
 - 18.1.3. if a User with any payment obligation (including any Client) suffers an insolvency event or is declared bankrupt, in any jurisdiction, or Hemblem has reasonable grounds to believe that such User could not pay their debts; or
 - 18.1.4. the User, in the reasonable opinion of Hemblem, has damaged or intends to damage the reputation of Hemblem.
- 18.2. Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Hemblem at any time up to the date of termination.

19. FURTHER ASSURANCE

- 19.1. The User shall at the request of Hemblem, and at the User's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

20. ENTIRE AGREEMENT

- 20.1. The parties agree that the Contract, including any Subscription Details and any other documents entered into pursuant to the Contract constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it.

21. ASSIGNMENT

The User may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the prior written consent of Hemblem.

22. SET OFF

The User shall pay all sums that it owes to Hemblem under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship

expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24. EQUITABLE RELIEF

The User recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Hemblem, the User acknowledges and agrees that Hemblem is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25. SEVERANCE

If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

26. WAIVER

26.1. No failure, delay or omission by Hemblem in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by Hemblem shall prevent any future exercise of it or the exercise of any other right, power or remedy by Hemblem.

27. THIRD PARTY RIGHTS

27.1. Except as expressly provided for in clause 27.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27.2. Any Affiliate of Hemblem shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

28. DISPUTE RESOLUTION

28.1. Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 28.

28.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

28.3. The parties shall use all reasonable endeavours to reach a negotiated resolution and shall, within 8 days of service of the notice, meet in person or virtually to discuss the dispute and attempt to resolve it.

28.4. Until the parties have completed the steps above, and have failed to resolve the dispute within one month of service of the notice, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

29. GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

30. JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including noncontractual disputes or claims).