



Terms and Conditions

1. Contractual Relationship

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world (including the United States and its territories) of application, content, products, and Digital Services (the “Digital Services”) made available by **FiuzerApp** a private limited liability company established in Romania, registered at the National Trade Register under number **Jl/644/23.04.2021**.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE DIGITAL SERVICES.

Your access and use of the Digital Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and **FiuzerApp**. If you do not agree to these Terms, you may not access or use the Digital Services. These Terms expressly supersede prior agreements or arrangements with you. **FiuzerApp** may immediately terminate these Terms or any Digital Services with respect to you, or generally cease offering or deny access to the Digital Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Digital Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Digital Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Digital Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Digital Services.

FiuzerApp may amend the Terms related to the Digital Services and Prices from time to time. Amendments will be effective upon **FiuzerApp** posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Digital Service. Your continued access or use of the Digital Services after such posting constitutes your consent to be bound by the Terms and Prices, as amended.

2. The Digital Services

The Digital Services constitute a technology platform that enables users as part of the Digital Services (an “Application”) **Fiuzer Application** and **Fiuzer Admin Panel** (for agencies)



License.

Subject to your compliance with these Terms, FiuzerApp grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Application on your personal device solely in connection with your use of the Digital Services; and (ii) access and use any content, information and related materials that may be made available through the Digital Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by FiuzerApp and FiuzerApp's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Digital Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Digital Services except as expressly permitted by FiuzerApp; (iii) decompile, reverse engineer or disassemble the Digital Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Digital Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Digital Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Digital Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Digital Services or its related systems or networks.

Provision of the Digital Services.

You acknowledge that portions of the Digital Services may be made available under FiuzerApp. You also acknowledge that the Digital Services may be made available under such brands or request options by or in connection with: (i) certain of FiuzerApp subsidiaries and affiliates; or (ii) independent Third Party Providers.

Third Party Digital Services and Content.

The Digital Services may be made available or accessed in connection with third party Digital Services and content (including advertising) that FiuzerApp does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party Digital Services and content. FiuzerApp does not endorse such third party Digital Services and content and in no event shall FiuzerApp be responsible or liable for any products or Digital Services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Digital Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible



for the provision or support of the Digital Services in any manner. Your access to the Digital Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of Digital Service.

Ownership.

The Digital Services and all rights therein are and shall remain FiuzerApp property or the property of FiuzerApp licensors. Neither these Terms nor your use of the Digital Services convey or grant to you any rights: (i) in or related to the Digital Services except for the limited license granted above; or (ii) to use or reference in any manner FiuzerApp's company names, logos, product and Digital Service names, trademarks or Digital Services marks or those of FiuzerApp's licensors.

3. Your Use of the Digital Services

User Accounts.

In order to use most aspects of the Digital Services, you must register for and maintain an active personal user Digital Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to FiuzerApp certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Digital Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by FiuzerApp in writing, you may only possess one Account.

User Requirements and Conduct.

The Digital Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity.

User Provided Content.

FiuzerApp may, in FiuzerApp sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to FiuzerApp through the Digital Services textual, audio, and/or visual content and information, including commentary and feedback related to the Digital Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to



FiuzerApp, you grant FiuzerApp a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Digital Services and FiuzerApp business and on third-party sites and Digital Services), without further notice to or consent from you.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant FiuzerApp the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor FiuzerApp use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by FiuzerApp in its sole discretion, whether or not such material may be protected by law. FiuzerApp may, but shall not be obligated to, review, monitor, or remove User Content, at FiuzerApp sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Digital Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Digital Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Digital Services and Applications and any updates thereto. FiuzerApp does not guarantee that the Digital Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Digital Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Digital Services result in charges to you for the Digital Services. Based on these "Terms & Conditions" we will issue an invoice based on the services that have been mutually chosen from our service grid. Access to material statistics is optional and requires an additional fee. After you have received Digital Services obtained through your use of the Digital Service, FiuzerApp will facilitate your payment.



All Charges are due immediately and payment will be facilitated by FiuzerApp using the preferred payment method designated in your Account, after which FiuzerApp will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that FiuzerApp may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and FiuzerApp reserves the right to establish, remove and/or revise Charges for any or all Digital Services or goods obtained through the use of the Digital Services at any time in FiuzerApp sole discretion.

The payment structure is intended to fully compensate the Third Party Provider for the Digital Services provided.

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE DIGITAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." FIUZERAPP DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, FIUZERAPP MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE DIGITAL SERVICES OR ANY DIGITAL SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE DIGITAL SERVICES, OR THAT THE DIGITAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. FIUZERAPP DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE DIGITAL SERVICES, AND ANY DIGITAL SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

FIUZERAPP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE DIGITAL SERVICES, EVEN IF FIUZERAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FIUZERAPP SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE DIGITAL SERVICES OR YOUR INABILITY TO ACCESS OR USE THE DIGITAL SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY



PROVIDER, EVEN IF FIUZERAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FIUZERAPP SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND FIUZERAPP REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION

Indemnity.

You agree to indemnify and hold FiuzerApp and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Digital Services or Digital Services or goods obtained through your use of the Digital Services; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party, including Third Party Providers.

- **ACCESS TO THE DIGITAL DIGITAL SERVICES AS A BRAND**

If you intend to access and use the Digital Services as a representative of a business or as a natural person, for your own benefit for the purpose of publishing offers for promotional campaigns ("**Campaign**") with the Influencers, you will have to set up a **Business Account** and provide in your profile certain information such as full name, email address, phone number, location and other data necessary to establish contacts.

You have access to the brand part of the application, from where they can create new campaigns, accept influencers, collaborate with them and accept or reject materials created by influencers, in turn they will see statistics from influencer posts.

- **ACCESS TO THE DIGITAL SERVICES AS AN INFLUENCER & ELIGIBILITY CRITERIA**

If you intend to access and use the Digital Services as an Influencer, you will have to set up an **Influencer Account** and provide in your profile certain information such as full name, date of birth, gender, email address, phone number, location, and personal interests. Furthermore, exists the possibility of collaborating with influencers and influencer marketing agencies for their own campaigns, provided that they do not have an exclusivity contract with any other agency.

The conditions apply when setting up an Influencer Account:

- You must connect at least one social network platform (Facebook / Instagram / Google / X and/or TikTok) to your account and fulfill the approval conditions for at least one connected social network platform.
- Your indicated social network profile must be public.



- You must have at least 500 followers on your social media profile. Your followers must be real and publicly active.
- You must have at least one post in the last week prior to your setting up of the Influencer Account on the indicated social network profile.
- In the last 3 months, you must have at least 1 public posts on your social media profile.
- You must have high-profile content (as reasonably determined by FiuzerApp) on the indicated social network profile. Your content must have advertising or sponsored posts, and personal posts about your opinions, lifestyle, etc. that are relevant to the type of content usually posted on your social network profile.
- Public posts must respect copyright.
- The following types of content are prohibited, either directly or by appreciation or reference to such content: content that harasses, intimidates, or incites hatred; content that instigates, promotes, or encourages the consumption of drugs or prohibited substances, acts and actions that are prohibited by law; content that includes obscene, vulgar, or offensive language or gestures; content that promotes or encourages violence or discrimination, of any kind; sexually explicit content or explicit nudity.
- If bugs or problems occur with the application, it is the responsibility of our collaborators to notify us as soon as possible so that we can fix the problem.

After we verify that your account meets the eligibility criteria herein, you will be able finish setting up your Influencer Account and access offers of the Campaign published by Brands. We will notify you of any changes to these eligibility conditions, upon your registration and at any time thereafter. We reserve the right to update the previous conditions and establish additional conditions that will have to be respected and implemented by the Influencer within the reasonable time that will be brought to his attention.

You can see active campaigns in the app, apply to them, post materials in the app and once they are accepted, they can post them on social networks. You also have access to the statistics of the materials.

- **ACCESS TO THE DIGITAL SERVICES AS AN PR AGENCY**

You have access to the admin panel where they can control what happens in the application, what brands exist, Campaigns and influencers are accepted. You will also



have access to influencer materials, Campaign prices and other details plus statistics of the materials created by the influencer.

- **CONDITIONS WITH RESPECT TO THE BUSINESS AND INFLUENCER ACCOUNTS**

Irrespective of the type of account you set up, all information provided must be current, correct, and complete. Incomplete, ineligible, or incomprehensible information will not be valid. You must be logged in to your Business Account or Influencer Account each time you want to use the Digital Services. You may not use another person's account to access any Digital Services (whether such account is a Business Account or an Influencer Account) without their permission.

You are solely responsible for maintaining the confidentiality of your account details and for any activity in your Business Account or Influencer Account. You may not post, transmit or share information on the Digital Services that you do not own or have permission to display, publish or post. You agree to indemnify and hold harmless each and any other user of the Digital Services having either a Business Account or an Influencer Account and FiuzerApp and its affiliates from and against any loss, damages or costs arising from or in connection with any content you post on the Digital Services.

You agree to immediately notify FiuzerApp of any unauthorized use of your Business Account or Influencer Account or any other breach of security. FiuzerApp will not be liable for any loss or damage caused by non-compliance with this provision.

FiuzerApp reserves the absolute discretion to terminate your Business Account or Influencer Account and/or access to the Digital Services if it believes that you are abusing or modifying the Digital Services in any way and/or that you have violated these Terms, including situations where the eligibility criteria are not met, which must be maintained throughout the collaboration (and not just at the activation of the account). FiuzerApp reserves the right to recover damages or other compensation from the person who violated the aforementioned provisions. In the case of a post, it will be kept in public feeds for at least 2 days, unless the Brand requests a longer period. Otherwise, access to FiuzerApp may be restricted, it may be considered a breach of contractual conditions, and the right to corresponding compensation may be forfeited.

6.INTELLECTUAL PROPERTY

For the purposes of these Terms, “**Intellectual Property Rights**” means any intellectual property rights (including industrial property rights) as well as any other similar rights which may exist anywhere in the world (worldwide), including but not limited to, copyright, moral right, neighboring rights, rights similar to the copyright, sui-generis rights, including sui-generis rights over databases, other rights which may be subsequently acknowledged over databases, any rights in any computer software, any



rights in any software and hardware configurations, rights to inventions, rights to a patent, rights arising out of a patent application, rights arising out of a patent certificate, rights related to a technical accomplishment, rights in utility models, rights arising out of an utility model application, rights arising out of an utility model certificate, rights arising out of a trademark application, rights arising out of a trademark certificate, rights in a geographical indication, rights arising out of a geographical indication certificate, rights in ornamental designs, rights arising out of ornamental designs applications, rights arising out of ornamental designs certificates, rights in topographies of semiconductors, rights arising out of certificates of topographies and semiconductors, commercial/trade name rights, domain names rights, know-how rights, rights in confidential information (including but not limited to trade secrets), as well as any other intellectual property rights and other similar or equivalent rights which exist or shall arise in the future worldwide, regardless of whether they are registered or not, together with their renewals, extensions, restitutions as well as all applications related to such rights (whether registered or not), all registrations and pending registrations regarding any of the above-mentioned rights, the benefit of any pending registration and the right to file for the registration of such rights, as well as all action-related rights, powers or benefits arising or resulting thereof, regarding any of the above-mentioned rights, including actions against infringement and the right to sue for recovering any damages for past infringements.

The Intellectual Property Rights pertaining to your jurisdiction area.

USER SUBMISSIONS

The Digital Services may permit you as an Influencer to submit through Digital Services information, data, text, messages, photograph, videos, or other materials, including any content created by you in connection with the Collaborations (each, a “User Submission”). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary, and you represent and warrant that you have all rights necessary to contribute, in any manner, the User Submission through the Digital Services, in the manner in which you contribute it. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

Any information or content publicly posted or privately transmitted through the Digital Services and any User Submission is the sole responsibility of the person from whom such information or content originated, and you access all such information and content at your own risk, and we are not liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use such information or content (including without limitation any User Submissions) or what actions you may take as a result of having been exposed to such information or content, and you hereby release us from all liability for you having acquired or not acquired such information or content through the Digital Services. We cannot guarantee



the identity of any users with whom you interact in using the Digital Services and are not responsible for which users gain access to the Digital Services.

We may, but are not obligated to, pre-screen User Submissions or monitor the Digital Services through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through the Digital Services and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions.

By submitting any User Submission, and in connection with any User Submission you are promising us that and you are solely and fully civilly, administratively and criminally liable for:

- ✓ You own all rights in your User Submissions (including, without limitation, all rights to the reproduction and display of your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to us the rights in your User Submissions as described in these Terms;
- ✓ You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- ✓ Your User Submissions do not infringe the Intellectual Property Rights, privacy rights, or any other legal or moral rights of any third party;
- ✓ Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- ✓ Your User Submission does not violate any law and does not encourage the violation of any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, marijuana, alcohol or drug use, or false advertising);
- ✓ Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- ✓ You were not and will not be compensated or granted any consideration by any third party for submitting or otherwise in connection with your User Submission;
- ✓ Your User Submission does not incorporate materials from a third-party Digital Services, or addresses, email addresses, contact information, or phone numbers (other than your own);
- ✓ Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- ✓ Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and



- ✓ Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

7. Governing Law

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of your jurisdiction area.

8. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to FiuzerApp and additional information.

Notice.

FiuzerApp may give notice by means of a general notice on the Digital Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to FiuzerApp by written communication to email address at support@fiuzer.com

General.

You may not assign or transfer these Terms in whole or in part without FiuzerApp's prior written approval. You give your approval to FiuzerApp for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of FiuzerApp's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, FiuzerApp or any Third Party Provider as a result of the contract between you and FiuzerApp or use of the Digital Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.