

# Who we are

Our website address is: <http://marqueberry.com>

## Comments

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://marqueberry.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

## Media

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

## Cookies

If you leave a comment on our site you may opt-in to saving your name, email address, and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

## Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.).

Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

## Who we share your data with

If you request a password reset, your IP address will be included in the reset email.

## How long we retain your data

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

# What rights you have over your data

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

Our Privacy Policy contains information about how you can access and correct your personal information, how you can lodge a complaint regarding the handling of your personal information, and how we will handle any complaint. You may contact our support teams with any queries via email: [support@Marque Berry.io](mailto:support@Marque Berry.io)

## **MARQUE BERRY PLATFORM TERMS OF USE INTRODUCTION**

1. The MARQUE BERRY Platform is owned and operated by MARQUE BERRY. Information about how to join and use the MARQUE BERRY Platform forms part of these MARQUE BERRY Platform Terms of Use ("Terms of Use"). By using the MARQUE BERRY Platform, you agree to accept these Terms of Use and the Mq-Beery Rules.
2. MARQUE BERRY has created the MARQUE BERRY Platform to allow Brands and Influencers to interact, form relationships, buy and sell Paid Content, and create and distribute sponsored Posts through the Influencer's Channels (Twitter, YouTube, Instagram and/or Facebook) subject to compliance with these Terms of Use. In these Terms of Use, Brands and Influencers are collectively and individually referred to as "users" or "you" as the context requires.
3. Your access to and use of the MARQUE BERRY Platform is conditional upon your agreement to and acceptance of these Terms of Use. Each time you use the MARQUE BERRY Platform, you agree to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, do not use the MARQUE BERRY Platform.
4. MARQUE BERRY may at any time revise these Terms of Use by updating this page. Revisions will take immediate effect and may affect your ability to use the MARQUE BERRY Platform. Since you are bound by these Terms of Use each time you use the MARQUE BERRY Platform, you should check these Terms of Use for any revisions each time you use the MARQUE BERRY Platform and wherever prompted to do so. Your use of the MARQUE BERRY Platform following the posting of any revisions to these Terms of Use constitutes your acceptance of those revisions.
5. MARQUE BERRY reserves the right to change the MARQUE BERRY Platform in any way by giving you notice to the email address you have registered with us to you. Even if you have an Account, your ability to access and use the MARQUE BERRY Platform may be terminated at any time without notice to you. If you do not agree to these Terms of Use, you must immediately exit the MARQUE BERRY Platform and, if you are using the Application, delete the Application from your device.

6. Any costs associated with downloading, installing, accessing and using this Application, Campaign Builder, or any other element of the MARQUE BERRY Platform remain your responsibility and are dependent on the service provider used.

# Terms and Conditions

**MQ-BEERY RULES | CONSUMER FIRST** Here at MARQUE BERRY we believe that all influencer posts should be transparent and put consumers first. Therefore, both influencers and brands need to ensure that no campaign or post is false or misleading and must disclose the fact that the influencer is being paid by the brand. MARQUE BERRY expects that all users comply with all applicable Laws and industry self-regulation relating to influencer marketing, including the guidelines laid out by ASCI (Advertising Standards Council of India). This means that all influencer marketing posts which are being facilitated through MARQUE BERRY should be transparent and labeled with appropriate disclosures, such as #Sponsored. We expect influencers and brands to keep themselves up to speed with the latest best practice on how to label influencer marketing posts in a transparent way in order to make sure that consumers are clear about the commercial nature of the sponsored posts. **MQ-BEERY RULES FOR BRANDS**

**BE RESPONSIVE:** Please appreciate the energy each Influencer has invested into their submission by responding to each one quickly. This will also prevent Influencers having a negative experience with your brand. **BE BRAVE:** Resist the urge to micro-manage. Everything from bad grammar to shaky footage makes up a unique dialect an Influencer has crafted with their MARQUE BERRY over thousands of posts. If you change the language, you'll change the response. **BE OPEN:** This platform is for Influencers, not celebrities. You may not recognize them, but rest assured their followers do. We believe accessing countless pockets of influence is far more meaningful than a large celebrity endorsement. **BE AWARE:** Feel free to share an Influencer's post within the same social platform, however content cannot be used in any additional or other marketing material, nor should it be used outside of the original platform without getting their additional approval. **BE TRANSPARENT:** Be aware of the need to be transparent when engaging with influencers, and the requirement to label influencer posts with #ad to tell consumers that it is a paid for post. **MQ-BEERY RULES FOR INFLUENCERS**

**BE TRANSPARENT:** Keep up to speed with the latest developments and best practice on how to label your posts in a transparent way to show that it is paid for by the brand. Normally, that will mean labeling your content with #SPONSOREDPOST in your content. Don't try to hide the fact that the content is paid for; both you and the brand will lose credibility if you do. **BE GENEROUS:** Post must stay on the top of your feed for minimum 5 hours and on your platform for 30 days. **BE AUTHENTIC:** If you wouldn't recommend the brand for free – don't recommend it for money. **BE GENUINE:** We work exclusively with Influencers who've organically grown their audience. If you're misrepresenting the size of your audience or engagement in your content, we reserve the right to terminate your MARQUE BERRY account. **BE MINDFUL:** If you're seen to be recommending competing brands in quick succession or over-populating your feed with sponsored posts, you'll lose credibility with your MARQUE BERRY. **COLLECTION STATEMENT** MARQUE BERRY Technology Pvt Ltd, collects personal information about you from our websites including <https://MarqueBerry.io/>, any or our related websites, mobile applications (including the MARQUE BERRY Influencer App) and social media pages (each a "Website"), and as provided by you by any other means, including either physically or electronically. We may also collect personal information from social media sites and from commercial data providers, referral agents and other data providers who obtained your personal information from third party sources who hold your consent to disclose your personal information to us, or who have otherwise disclosed your personal information to us in circumstances where it is lawful to do so. Personal information will not be collected from any person who we know to be under the age of sixteen (16) without the consent of a parent or legal guardian. If you are a business we trade with, personal information is collected in order to carry on our trading relationship with you, including but not limited to processing transactions, assessing your credit risk and issuing invoices. Personal information is generally collected in order to allow you to sign up or register to become a member of a Website, to download and use a mobile application, to submit content and participate in a Website (including the MARQUE BERRY Influencer App), to allow you to publish social media posts via a Website, to engage with other users and respond to campaigns or briefs, to make or receive payments, to provide you with newsletters (including electronic newsletters), respond to inquiries, maintain our relationship with you, provide you with certain content, products and services and, unless you opt-out or unsubscribe, to contact you in

the future with information on products and services and to provide you with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. Our Websites may also collect and use passively collected anonymous or personal information, or personal information from various third party sources, and may combine this anonymous information or personal information with other personal information collected from you, to provide better service to Website users, customise Websites based on your preferences, to provide you with relevant advertising when you use our Websites or third party websites, to compile and analyse statistics and trends, and otherwise administer and improve our Websites for your use. For the purposes described above, your information may be shared with our group companies (and their directors, servants and agents), promotional partners, other Website users and other trusted third parties including service providers engaged by us to perform a variety of functions including legal and accounting services, data storage, fulfilling orders, processing payments, assisting with promotions and providing technical services. Failure to provide personal information may result in us being unable to carry on our trading relationship with you or provide you with certain content, products or services. Our Privacy Policy contains information about how you can access and correct your personal information, how you can lodge a complaint regarding the handling of your personal information and how we will handle any complaint. You may contact our support teams with any queries via email:

support@Marque Berry.io **MARQUE BERRY PLATFORM TERMS OF USE INTRODUCTION**

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4. MARQUE BERRY may at any time revise these Terms of Use by updating this page. Revisions will take immediate effect and may affect your ability to use the MARQUE BERRY Platform. Since you are bound by these Terms of Use each time you use the MARQUE BERRY Platform, you should check these Terms of Use for any revisions each time you use the MARQUE BERRY Platform and wherever prompted to do so. Your use of the MARQUE BERRY Platform following the posting of any revisions to these Terms of Use constitutes your acceptance of those revisions.
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6. Any costs associated with downloading, installing, accessing and using this Application, Campaign Builder, or any other element of the MARQUE BERRY Platform remain your responsibility and are dependent on the service provider used.
7. MARQUE BERRY makes no representation that the MARQUE BERRY Platform (or any element of the MARQUE BERRY Platform) is appropriate or available for use in all locations.
8. If you are the driver of a vehicle (or other form of transport), you must not use the MARQUE BERRY Platform while the vehicle (or other form of transport) is moving or is stationary but not lawfully parked. You may only use the MARQUE BERRY Platform when the vehicle is

lawfully parked. You must comply with all applicable road rules and regulations before and while using the MARQUE BERRY Platform. In the interests of safety at all other times, MARQUE BERRY recommends that you only use the MARQUE BERRY Platform when it is lawful and safe to do so.

#### **USING THE MARQUE BERRY PLATFORM**

1. The MARQUE BERRY Platform allows Brands to create Influencer Marketing Campaigns and Content Only Campaigns via Campaign Builder, which are then shared with Influencers via the Application. Influencers using the Application can respond to a Campaign by creating a Post or Paid Content and submitting it to the relevant Brand for approval. Influencers earn compensation when:
  2. In relation to Influencer Marketing Campaigns, a Brand approves a Post and the Post is published to the Influencer's Community via his or her Channels, as selected; or
  3. In relation to Content Only Campaigns, a Brand approves Paid Content and acquires rights to use that Content in accordance with a Rights Licence.
  4. The relevant Brand is solely responsible for reviewing and approving all Paid Content and Posts that form part of their Campaign and for the payment of the applicable Post Fee or Paid Content Fee to Influencers, nor is MARQUE BERRY liable in any way for the content of any Paid Content or Post. These Terms of Use shall apply to all transactions conducted through the MARQUE BERRY Platform.
5. Content is provided by the relevant Influencer or Brand, as applicable, and is not moderated, approved or endorsed by MARQUE BERRY. Accordingly, no Content constitutes a representation by MARQUE BERRY, nor does MARQUE BERRY accept any liability for the legality, validity, accuracy or suitability of any content provided by Influencers or Brands. If you have a question or concern about Content, including your rights to reproduce it, you must make your own inquiries to MARQUE BERRY directly, or if advised by MARQUE BERRY, by contacting the relevant Influencer or Brand directly. You agree that MARQUE BERRY is not responsible for, and does not endorse, any Content posted using the MARQUE BERRY Platform. MARQUE BERRY does not have any obligation to pre-moderate, monitor, edit or remove any Content. If your Content violates these Terms of Use, you bear legal responsibility for that Content.
6. Influencers and Brands agree that they will not attempt to negotiate terms or payment with each other outside of the MARQUE BERRY Platform. Without limiting any other rights or remedies available to MARQUE BERRY, any attempt to circumvent the MARQUE BERRY Platform may result in removal from the MARQUE BERRY Platform at MARQUE BERRY's sole discretion. You may not remove any watermarks or copyright notices contained in any Content on the MARQUE BERRY Platform.
7. You must not:
  1. decompile, reverse engineer, disassemble, convert or authorize any third party to decompile, reverse engineer, disassemble or otherwise convert any element of the MARQUE BERRY Platform to a human perceivable form;
  2. distribute or republish any element of the MARQUE BERRY Platform in any way;
  3. resell, rent, lease, licence or lend any element of the MARQUE BERRY Platform;
  4. defeat, disable or circumvent any security feature of the MARQUE BERRY Platform;
  5. transfer any element of the MARQUE BERRY Platform to any third party;
  6. use any data mining, robots or similar data gather or extraction methods;
  7. register, subscribe or unsubscribe, or attempt to subscribe or unsubscribe, any party to any product or service if you are not expressly authorised by such party to do so; or
  8. sell, licence, lease or in any way seek to commercialise any component of the MARQUE BERRY Platform without specific written authorisation from MARQUE BERRY.
8. The MARQUE BERRY Platform is designed for use by people aged 16 years and over. Users under the age of 16 years may only use the MARQUE BERRY Platform with the consent of a parent or legal guardian. To use the MARQUE BERRY Platform, you must be eligible to use the social media platforms (under the relevant platforms prevailing terms and conditions) upon which you intend to publish Posts.
9. You are solely responsible for your interactions with other users of the MARQUE BERRY Platform. You agree that MARQUE BERRY is not responsible for the conduct of any user.

10. You must not engage in crawling, scraping, caching or otherwise accessing any content on the MARQUE BERRY Platform via automated means, except with MARQUE BERRY's written consent.
11. Nothing in these Terms of Use is intended nor does create a partnership, agency, employment or fiduciary relationship between MARQUE BERRY and any user.
12. Subject to your compliance with these Terms of Use, you are granted a limited, non-exclusive, revocable and non-transferable licence to access and use the MARQUE BERRY Platform in the manner anticipated in these Terms of Use. Any costs associated with accessing and using the MARQUE BERRY Platform generally remains your responsibility and is dependent on the service provider used. You are responsible for ensuring that your computer system or mobile device (as applicable) is compatible with the MARQUE BERRY Platform and meets all relevant technical specifications necessary to obtain the benefit of the MARQUE BERRY Platform.
13. The MARQUE BERRY Platform may contain links to other sites not maintained by MARQUE BERRY ("Linked Sites"). MARQUE BERRY is not responsible for the content of any Linked Sites, whether or not MARQUE BERRY is affiliated with the Linked Sites. MARQUE BERRY makes no claim or representation regarding, and accepts no responsibility, directly or indirectly, for the quality, nature or reliability of Linked Sites. Such Linked Sites are not under the control of MARQUE BERRY and MARQUE BERRY provides links to the Linked Sites only as a convenience to users of the MARQUE BERRY Platform. The inclusion of a link to any Linked Site does not imply any affiliation with or endorsement by MARQUE BERRY. You should review and applicable terms and policies (including privacy policies) of any Linked Site you visit.
14. The MARQUE BERRY Platform may also utilise social network or share functionality and may contain social media links, applications or features (including but not limited to Facebook, Twitter and Instagram). Your use of any social media platforms is subject to the particular social media platform's prevailing terms and conditions of use. By using any social media applications or features on the MARQUE BERRY Platform, you consent and agree to be bound to the particular terms and conditions of use of the social media platform. You also acknowledge and consent to the MARQUE BERRY Platform accessing information you may have shared with the particular social media platform and contacting you via the social media platform or via the information you have shared (for example, sending an email directly to you to the email address provided to the social media platform), in accordance with the permissions you have granted via the social media platform. You are encouraged to review the terms and conditions of use of each social media platform before engaging or interacting with the social media links, applications or features on the MARQUE BERRY Platform. The MARQUE BERRY Platform is in no way sponsored, endorsed or administered by, or associated with, any social media platform.

#### **REGISTERING AN ACCOUNT**

1. In order to use the MARQUE BERRY Platform, Influencers must register an account via the Application in the manner required and as set out in these Terms of Use ("Influencer Account") and Brands must register an account by contacting MARQUE BERRY in the manner required and as set out in these Terms of Use ("Brand Account").
2. MARQUE BERRY reserves the right to refuse or cancel registration of an Account for any reason in its sole discretion. Any decision of MARQUE BERRY is final and no correspondence will be entered into.
3. All information provided when registering an Account must be current, correct and complete. Incomplete, ineligible or incomprehensible Account registrations will not be valid. You must be logged in to your Account in the manner required each time you wish to use the MARQUE BERRY Platform. You may never use another's Account without their permission.
4. You are responsible for maintaining the strict confidentiality of your Account details and for any activity under your Account. You agree to immediately notify MARQUE BERRY of any unauthorised use of your Account or any other breach of security. It is your sole responsibility to control access to and use of your Account and to notify MARQUE BERRY when you desire to cancel your Account. MARQUE BERRY will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.



5. MARQUE BERRY retains the right and absolute discretion to terminate your Account and/or access to the MARQUE BERRY Platform (or any element thereof) if it believes that you are abusing or tampering with the MARQUE BERRY Platform (or any element thereof) in any way, that you have breached these Terms of Use, or that you have engaged in any unlawful, unethical, unsportsmanlike or other misconduct calculated to jeopardise the proper administration of the MARQUE BERRY Platform (or any element thereof). MARQUE BERRY's legal rights to recover damages or other compensation from such an offender are reserved.
6. The use of any automated software or any other mechanical or electronic means allowing a member to create Accounts is prohibited. MARQUE BERRY reserves the right to suspend or terminate your Account if it believes you are engaging in such activity.
7. Users understand that in creating an Account they are providing their information to MARQUE BERRY and not to any social media platform. Users of the MARQUE BERRY Platform (whether Influencers or Brands) are solely responsible and liable for any Content or information they transmit to other users. To the extent permitted by law, each user of the MARQUE BERRY Platform agrees to indemnify, defend and forever hold harmless, all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the user in respect of their use of the MARQUE BERRY Platform. Any questions, comments or complaints about the MARQUE BERRY Platform must be directed to MARQUE BERRY and not to any media or social media platforms. For the purposes of this provision, MARQUE BERRY contracts on its own behalf and also on behalf of the social media platforms and, accordingly, may take action in that capacity to recover on behalf of the social media platforms where acts or omissions cause loss or damage to such social media platforms or to MARQUE BERRY.

**ADDITIONAL TERMS FOR INFLUENCERS INFLUENCER ELIGIBILITY** Any person over the age of 16 years, or over the age of 13 years with the written consent of a parent or legal guardian, may register an Influencer Account, but in order to participate in any Campaigns and earn compensation via the MARQUE BERRY Platform, Influencer's must meet the following minimum standards:

1. at least 1000 followers on the Influencer's Channels;
2. Influencer's Channels must be public (viewable by anyone); and
3. Influencer's Channels may not contain content that is contrary to these Terms of Use or to the terms of use of the relevant social media platform of the Influencer's Channels.

If you do not meet the minimum standard in condition above, you may not be able to participate in Campaigns or access the full functionality of the Application. **FURTHER TERMS FOR INFLUENCER ACCOUNT** To register an Influencer Account, Influencer must download the Application and sign in to the Application with their social media account. In order to submit a Post via the Application, an Influencer must connect their Instagram account, Twitter account and/or Facebook Page or any other social media account in the manner required. By connecting your social media accounts, you are granting MARQUE BERRY permission to gather data directly from your Channels in accordance with these Terms of Use. **INFLUENCER**

#### **COMPENSATION**

1. In relation to Influencer Marketing Campaigns, once a Post has been approved by a Brand, you are required to publish the Post to your relevant Channel in the manner required within stipulated campaign deadlines after the Post is approved. You will not have an opportunity to edit a Post after a Brand has approved the Post. You agree you are solely responsible for the publication of Posts. MARQUE BERRY merely provides a service allowing Brands to approve Posts before publication.
2. In relation to Content Only Campaigns, once Paid Content has been approved by a Brand, you agree that you must not share the Paid Content on your Channels or elsewhere unless stipulated by the Brand.
3. Before receiving any Payments, you will be asked to provide financial details including your nominated bank account or UPI/Wallet account details, PAN Number. TDS will be applicable as per India's income tax rules. After an approved Post is published, or Paid Content is accepted by a Brand, you will be entitled to be paid the Post Fee or Paid Content Fee (plus GST, if applicable to you), subject to your compliance with these Terms of Use

and the Mq-Beery Rules. If you do not comply, you will not be paid. It is your responsibility to notify MARQUE BERRY in the event that you are registered for and liable to pay GST as applicable, and to keep MARQUE BERRY up to date with your registered GST details as applicable. MARQUE BERRY will pay the Post Fee or Paid Content Fee (plus GST, if applicable to you) into the account (as supplied by you via the Application in the manner required) on behalf of the Brand by Electronic Funds Transfer approximately 2 days after payment has been received from the Brand. MARQUE BERRY will issue you with a recipient generated tax invoice for this purpose. No payments other than the Post Fee or Paid Content Fee (plus GST, if applicable to you) are payable in respect of each approved Post or Paid Content. You are responsible for the accuracy of your nominated bank account or UPI/Wallet account details.

4. You acknowledge and agree that the relevant Brand, not MARQUE BERRY, will be solely liable for Payment of the applicable Post Fee for the approved Post or Paid Content Fee for approved Paid Content. MARQUE BERRY merely facilitates such Payment on behalf of the Brand and, while MARQUE BERRY may remit payment to the Influencer directly to the account details provided by Influencer, under no circumstances does MARQUE BERRY accept liability for Payment of the Post Fee or Paid Content Fee. You agree that you will not pursue any actions, legal or otherwise, against MARQUE BERRY for any non-payment, and that this provision constitutes a bar to any such proceedings.

#### **TERMS FOR PARTICIPATING IN A CAMPAIGN**

1. Posts and Paid Content must adhere to the requirements contained in these Terms of Use, the Mq-Beery Rules and any additional requirements imposed by Brands as part of a Campaign and advised to Influencer at the time of submitting the Post for approval (Dos and Don'ts). Posts which do not comply with this condition may be removed from the MARQUE BERRY Platform at MARQUE BERRY's absolute discretion.
2. Influencers must clearly disclose in sponsored Posts their relationship with the Brand. MARQUE BERRY requires that you make such disclosures in such a way so that it is clear to the ordinary consumer viewing your Channels that there is a commercial relationship between Influencer and the Brand. This may be achieved through the prominent use of hashtags such as #advertisement or #ad or through other means suitable to your particular circumstances, Community and Channels. MARQUE BERRY reserves the right, but is in no way obliged, to review and monitor the disclosure practices of all Influencers in relation to particular Posts or your Channels generally and to require greater levels of disclosure (at MARQUE BERRY's sole discretion) in particular Posts or across your Channels generally or, if you do not agree to the required levels of disclosure, to remove you from the MARQUE BERRY Platform.
3. Influencers must not misrepresent the size of their audience or their numbers of followers or engagement. Followers must be obtained organically and not through unethical or unsportsmanlike behavior such as (but not limited to), purchasing followers, likes or engagement. In the event that MARQUE BERRY suspects (in its sole discretion) that Influencers are not complying with the requirement for followers to be authentic and organically grown, MARQUE BERRY reserves the right to remove Influencers from the MARQUE BERRY Platform.
4. You warrant, in respect of each Post and all Paid Content you upload to the Application, submit to a Brand for approval, or publish to a Channel via the MARQUE BERRY Platform, that:
  1. you are aged over 16 years or over 13 years and have your parent or legal guardian's consent;
  2. for Influencers aged over 16 years, if your Post or Paid Content features children aged 16 or younger, that you are the parent or legal guardian of those children;
  3. for Influencers aged 13 years to 16 years, that you have your parent or legal guardian's consent and that your Post or Paid Content does not feature other children aged 16 years or younger;
  4. you own the Intellectual Property Rights in the relevant Post and have the right, as applicable, to licence the Post to MARQUE BERRY and the Brand in the manner set out in these Terms of Use or to sell the Paid Content to MARQUE BERRY for use by MARQUE BERRY, the Brand or any third party in the manner set out in these Terms of Use;

5. the relevant Post or Paid Content does not violate the privacy rights, contract rights or other rights (including Intellectual Property Rights) of any person, corporation or entity;
6. the relevant Post or Paid Content does not contain any misrepresentation or suggestion that you or any entity has the approval or sponsorship of any other entity which you or it does not have;
7. any and all opinions and views stated in the relevant Post or Paid Content are genuinely held by you;
8. and any and all statements in the relevant Post or Paid Content regarding your use and experience of the Brand or the Brand's products or services are true and correct and representative of your opinion regardless of whether you are paid for such content or not, and fairly represent your use and experience and you will promptly notify MARQUE BERRY if your opinion of the Brand changes from that which you have expressed to date;
9. the relevant Post or Paid Content does not contain any representations or material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
10. the relevant Post or Paid Content is original and does not contain materials that have been previously broadcast, streamed, published, posted onto any social media channel, or otherwise communicated to the public by you in any way and does not contain materials that have been used in previous marketing materials or promotions for any third party or which otherwise infringe the rights of any third party;
11. if the relevant Post or Paid Content includes any Third Party Material (including music or personality/talent rights), that all such Third Party Material and any associated licence terms or use limitations have been fully disclosed to MARQUE BERRY and the Brand;
12. if you are a member of any guild, union or industrial organisation, you have not entered into any other agreement, arrangement or understanding which would or may prevent or limit you from adhering to these Terms of Use, performing your obligations or granting the rights and benefits set forth herein, or result in a conflict of interest;
13. if the relevant Post or Paid Content contains images or references to third parties or third party property, including music, that the third party (or third party property owner) has been informed and agrees in writing that such images, property or references may be included in the Post or Paid Content and used by MARQUE BERRY, the Brand or any other third party in accordance with these Terms of Use without remuneration or compensation to the third party (or third party property owner) for the purpose of promoting MARQUE BERRY, the Brand or any other third party in any media and in perpetuity and you do not need to obtain any licenses from any third party or pay royalties to any third party with respect to the Post or Paid Content; and
14. the use of the Post or Paid Content and the exercise of the Intellectual Property Rights in the relevant Post or Paid Content by the Brand and MARQUE BERRY will not infringe any legal rights, copyright or other Intellectual Property Rights of any person or entity nor give rise to a liability to pay compensation.
15. You acknowledge and agree that the Brand and MARQUE BERRY has the right at any time to moderate any Post after publication to a Channel and that you will immediately make any reasonable modification or amendment requested by MARQUE BERRY or the relevant Brand to the Post, subject to compliance with these Terms of Use and the Mq-Beery Rules. You also acknowledge and agree that if you post an incorrect Post, the Brand or MARQUE BERRY may request that you post the correct approved Post and that you will immediately comply with such a request.
5. You acknowledge and agree that the Brand and MARQUE BERRY has the right at any time to request that you remove any approved Post from you Channels and that you will comply with such a request immediately upon receipt of notification, subject to Payment in full to you of the Post Fee in accordance with these Terms of Use.
6. MARQUE BERRY and the relevant Influencer and Brand acknowledge and agree that any necessary public relations announcements regarding the removal or modification of a Post, as the case may be, will be agreed by MARQUE BERRY and the relevant Influencer and Brand before publication.

## **INFLUENCER MARKETING CAMPAIGNS – RIGHTS IN POSTS**

1. All right, title and interest in all Intellectual Property Rights in Posts will remain or be vested in the Influencer. Nothing in these Influencer & Brand Terms of Use will be taken to constitute a transfer, assignment or grant of any ownership rights in the Posts to any other party, including MARQUE BERRY or the Brand.
2. In consideration of Payment of the Post Fee, the Influencer agrees to grant in respect of each and every Post:
  1. to MARQUE BERRY (and its agents) the right to edit and re-format the Post into such formats or versions for use by MARQUE BERRY in such media as MARQUE BERRY requires in accordance with this clause
  2. to MARQUE BERRY (and its agents):
    1. a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to use the Post for the purpose of marketing and promoting MARQUE BERRY (and its products and services) in any manner, without further notification to or consent of the Influencer or any further compensation payable to the Influencer;
    2. the right to use the Influencer's Identity and performances in the Post and to communicate the Post to the public in all languages, in all media including but not limited to: all online paid media (including but not limited to digital banners); in all online owned media (including but not limited to the website of MARQUE BERRY and internal communications of MARQUE BERRY); in all social media (including but not limited to the social media channels of MARQUE BERRY); and in any earned media or public relations activity published by a third party (including but not limited to print, digital and/or social media).
  3. to the relevant Brand (and its agents):
    1. the right to organically share, comment upon and organically re-post the relevant Post in the social media channel upon which the Post was published, for a period of thirty (30) days expiring at 11:59pm on the thirtieth day after the Post was first published; and
    2. the right to use the Influencer's Identity and performances in the Post and to communicate the post to the public in accordance with conditions above and in any earned media or public relations activity published by a third party (including but not limited to print, digital and/or social media).
  4. You acknowledge and agree that the relevant Brand will not be required to remove from its social media channels any Post or any comment, share or re-post of a Post after the period in condition has expired.
  5. As an Influencer, in respect of each Post, you consent to the relevant Brand and its successors, licensees, and assigns, and anyone authorised by them, changing, copying, adding to, taking from, adapting or translating, in any manner or context or doing any other act in respect of the Post notwithstanding that such conduct may infringe your moral rights or performer's rights (or similar laws in any territory or jurisdiction) in the Post, and, to the extent possible, your grant a waiver of all moral rights and performer's rights in each Post.

**CONTENT ONLY CAMPAIGNS – RIGHTS IN PAID CONTENT**

1. Content Only Briefs give Influencer's the opportunity to sell Content without the need to post the Content to their Channels.
2. When you upload Paid Content in response to a Content Only Brief, you will be presented with MARQUE BERRY's Content Rights Terms document, which contains terms and conditions for the assignment of Paid Content to MARQUE BERRY. You must agree to the Content Rights Terms document each time you submit Paid Content.
3. You agree that all right, title and interest in all Intellectual Property Rights in Paid Content is absolutely and unconditionally assigned to MARQUE BERRY on the terms and conditions stated in the Content Rights Terms document, upon payment to you of the Paid Content Fee. For the avoidance of doubt, the assignment of Intellectual Property Rights is only effective upon your Paid Content being accepted and MARQUE BERRY making payment of the Paid Content Fee.
4. You acknowledge and agree that upon payment of the Paid Content Fee the Paid Content and all Intellectual Property Rights subsisting in Paid Content irrevocably becomes the property of MARQUE BERRY. This assignment is absolute, worldwide and for all uses and purposes including, without limitation the re-assignment of the Paid Content to any other person or entity (including a Brand), licensing the Paid Content to any other person or entity (including a Brand), the making of any modifications, enhancements, adaptations or

versions of the Paid Content, creating derivative works, and including any releases of the Paid Content in any medium. You must, upon request by MARQUE BERRY, execute all documents and perform all acts necessary to vest all intellectual property rights in the Paid Content in MARQUE BERRY.

5. Influencers acknowledge and agree that Paid Content must not be posted to their Channels or published in any other way under any circumstances, including re-posting or commenting upon the Content after it has been posted or shared by MARQUE BERRY or a Brand. Upon payment of the Paid Content Fee, Paid Content becomes the property of MARQUE BERRY, pursuant to the Content Rights Term document.
6. By submitting Paid Content, Influencers grant to MARQUE BERRY and its successors, licencees and assigns, to the maximum extent permitted by law, an unconditional and irrevocable waiver of all Moral Rights in the Paid Content, and genuine consent to MARQUE BERRY and its successors, licencees and assigns, to use, deal, reproduce, publish, transmit, adapt, edit, change, modify or relocate the Paid Content, whether in whole or in part, and whether alone or in combination with any other materials, including where such acts involve an infringement of any Moral Rights subsisting in the Paid Content and any analogous rights arising under statute or otherwise, anywhere in the world, and whether now in existence or arising in the future.

#### **INFLUENCER RESTRAINTS**

1. As an Influencer, you agree that you will not:
  1. delay posting your Post after the Brand has given its approval to your Post and you must publish your approved Post no later than 48 hours after receiving notification of the Brand's approval (unless the Brand stipulates a different timeline);
  2. for a period of five (5) hours after a Post is published, post, share, re-tweet or re-gram any other posts or content to that Channel where the effect of publishing such additional posts or content would be to reduce the prominence of the Post;
  3. remove the Post from your Channels for a period of 30 days after the Post is published, expiring at 11:59pm on the thirtieth calendar day after the Post is published;
  4. edit any approved Post before or after it has been published other than in accordance with these Terms of Use;
  5. parody, disparage, give any adverse comment or make fun of the Brand or its products of services generally in any way;
  6. create any contextual or surrounding posts or other material on a Channel that in any way detracts from, dilutes the effect of, or undermines a Post or the Brand or its products or services;
  7. grant any further rights in a Post to a Brand without the written permission of MARQUE BERRY and appropriate fees being negotiated on a reasonable basis. MARQUE BERRY will charge a reasonable service fee for negotiating any use extensions between you and a Brand; and
  8. accept or attempt to negotiate with a Brand more than one Post per Post Fee.
2. You acknowledge that the restrictions contained in the clause above are reasonable in scope and duration having regard to the interests of the Brand and MARQUE BERRY and that these Terms of Use go no further than is reasonably necessary to protect the interests of the Brand and MARQUE BERRY.

#### **INFLUENCER RELATIONSHIP WITH MARQUE BERRY AND THE BRAND**

1. As an Influencer, you will at all times perform your obligations and provide Posts or Paid Content to MARQUE BERRY and the Brand as an independent contractor and not in the capacity of an employee, partner or agent or in any other capacity. You agree that neither MARQUE BERRY nor the Brand will be obliged to pay to you or recover from you any amount as a result of you being deemed to be an employee of either MARQUE BERRY or the Brand, including in respect of annual leave, superannuation, withholding tax, income tax, workers compensation contributions or any similar payments or deductions.
2. You agree that you must not at any time claim or assert that any portrayal, representation, impersonation or depiction of you in the Posts constitutes a violation of any of your rights, including any right of privacy, publicity, false light or a right to bring proceedings for defamation, whether such portrayal, representation, impersonation, depiction or exploitation is by the Brand, MARQUE BERRY or any their respective successors or licensees. You

hereby release the Brand, MARQUE BERRY and their respective agents, employees, successors and licensees, from any and all claims by you or under your authority arising out of or in connection with any portrayal, representation, impersonation or depiction of you under these Terms of Use.

3. You acknowledge that MARQUE BERRY has not made any guarantees in respect of the success of a Post or that a Post will be approved by a Brand or in respect of your business or commercial performance or otherwise.
4. You agree that you (and your agents) will not negotiate terms or payment from Brands outside the MARQUE BERRY Platform. Any attempt to circumvent the MARQUE BERRY Platform may result in the removal of you from the MARQUE BERRY Platform in MARQUE BERRY's sole discretion.

#### **ADDITIONAL TERMS FOR BRANDS**

1. These Terms of Use are not intended to alter the terms or conditions of any specific Rights Licence (including any content Licence agreement) you may have with MARQUE BERRY, its subsidiaries or affiliates, and to the extent of any conflict, the terms of your Rights Licence (including any content Licence agreement) will prevail. These Terms of Use and any Rights Licence form a legal agreement between you (or the employer or entity on whose behalf you are entering into this agreement) and MARQUE BERRY.

#### **FURTHER TERMS FOR BRAND ACCOUNTS**

1. To register a Brand Account, you must access Campaign Builder and log in in the manner required, including providing your full name, email address, telephone number and password, and selecting your preferred payment method (invoice or credit card) and providing payment details where requested. You will not be charged to create a Brand Account. You will only ever be charged when you approve a Post. If you are using the MARQUE BERRY Platform on behalf of a Brand, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf.
2. MARQUE BERRY may, at its sole discretion, implement a minimum spend for Brand Accounts. You will be notified in writing of any such minimum spend.
3. Brands are able to create two types of Campaigns using Campaign Builder: Influencer Marketing Campaigns and Content Only Campaigns.
4. Brand agrees to grant in respect of all Content uploaded to the MARQUE BERRY Platform as part of a Campaign:
  1. to grant to MARQUE BERRY (and its agents), a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to use the Content for the purpose of marketing and promoting MARQUE BERRY (and its products and services) in any manner, without further notification to or consent of the Brand or any compensation payable to the Brand; and
  2. with respect to Influencer Marketing Campaigns, to grant to the relevant Influencer, a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to post, share, comment upon and re-post the relevant Content across their Channels as part of any approved Post in accordance with these Terms of Use and the Mq-Beery Rules.
5. With respect to Influencer Marketing Campaigns, Brand acknowledges and agrees that the Brand's use of any Post is strictly conditional upon payment of the Post Fees and then only in accordance with these Terms of Use.
6. With respect to Content Only Campaigns, Brand acknowledges and agrees that the Brand's use of any Paid Content is strictly conditional upon payment of the Paid Content Fee, and then only in accordance with these Terms of Use and the Rights Licence selected by the Brand via Campaign Builder (including any specific content Licence agreement entered into with respect to particular Paid Content).
7. MARQUE BERRY has the right to cancel, suspend, restrict services to and/or terminate a Brand's account if MARQUE BERRY believes (in its sole discretion) that the Brand is not using the MARQUE BERRY Platform in a fair and reasonable way, or are attempting to use the MARQUE BERRY Platform in a way which does not treat the Influencers or the MARQUE BERRY Platform in a fair and reasonable way and/or in accordance with the purposes for which the MARQUE BERRY Platform were intended.

#### **PAYMENT TERMS FOR BRANDS**

1. You agree to pay MARQUE BERRY all fees and charges made to your Brand Account for agreed Post Fees and Paid Content Fee and use of the MARQUE BERRY Platform, in accordance with these Terms of Use.
2. You must pay all charges in the manner set out in Campaign Builder or as otherwise advised by MARQUE BERRY in writing from time to time. If no manner for payment is stated, the payment must be made by credit card using a provider authorised by MARQUE BERRY. MARQUE BERRY reserves the right to charge a credit card surcharge.
3. Brands and Media Agencies may request that MARQUE BERRY issue an invoice for fees and charges expected to be incurred by the Brand or Media Agency during the course of a Campaign ("Invoice"), prior to the commencement of the Campaign.
4. MARQUE BERRY reserves the right to refuse any Invoice request in its sole discretion.
5. Where no terms of payment are stated on an Invoice or otherwise agreed with MARQUE BERRY in writing, the following standard payment terms apply:
  1. 14 days from date of invoice for approved Brands and Agencies unless stipulated otherwise by MARQUE BERRY
6. Where a Brand or Media Agency is approved to pay by Invoice, the Brand or Media Agency must provide MARQUE BERRY with a purchase order or insertion order (or similar) approving the fees and charges to be included on the Invoice and including a purchase order or insertion order number. MARQUE BERRY may, in its sole discretion, accept written confirmation (including via email) approving an invoice in lieu of a purchase order or insertion order being provided.
7. Fees and charges paid to MARQUE BERRY pursuant to an Invoice will be allocated to the relevant Campaign as credit for use in that Campaign ("Credit").
8. Payment of all Invoices is due in accordance with these Terms of Use.
9. Where MARQUE BERRY approves a Brand or Media Agency to pay by Invoice, the Brand or Media Agency irrevocably authorizes MARQUE BERRY, its employees, servants and agents to make such enquiries as MARQUE BERRY deems necessary to investigate the Brand or Media Agency's credit worthiness, including, without limitation, making inquiries from referees, banks or any other credit providers ("Information Sources"), and the Brand or Media Agency hereby authorizes such Information Sources to disclose to MARQUE BERRY, its employees, servants and agents, all information requested by MARQUE BERRY for the purpose of assessing your credit worthiness. Any terms of credit offered by MARQUE BERRY, including where MARQUE BERRY approves payment by Invoice, may be varied by MARQUE BERRY in its sole discretion and advised to you in writing.
10. Media Agencies using the MARQUE BERRY Platform acknowledge and agree MARQUE BERRY is a cost of good and is non-commissionable. No agency rebates will be given.
11. When you approve a Post or Paid Content, you undertake that you are an authorised user of the card or account (as applicable) nominated on your Brand Account and to pay the applicable charges, that the card details provided are current, correct and complete and that your nominated card or account (as applicable) will cover the full amount of the charges. You must not pay, or attempt to pay, any charges through any fraudulent or unlawful means. Upon receiving your Campaign (including your Campaign Budget), we may carry out a standard pre-authorisation check of your nominated card or account (as applicable) to verify the details provided and to ensure there are sufficient funds to fulfil the Campaign Budget. The relevant Campaign may not be shared with Influencers via the Application until this pre-authorisation check has been completed.
12. In relation to Influencer Marketing Campaigns upon an Influencer publishing an approved Post, you authorise us to debit the Brand Fee that is payable for the Post from your nominated card or account (as applicable) in order to pay the charges. You must pay all charges in full strictly within 7 days or as otherwise advised by us in writing from time to time. If no timeframe for payment is stated, the payment must be received by us no later than 7 days from the date of the corresponding tax invoice for those Posts.
13. In relation to Content Only Campaigns, upon an Influencer submitting Paid Content, you authorize us to debit the applicable Rights Fee that is payable for the Paid Content from your nominated card or account (as applicable) in order to pay the charges. You must pay all charges in full strictly within 7 days or as otherwise advised by us in writing from time to time. If no timeframe for payment is stated, the payment must be received by us no later

than 7 days from the date of the corresponding tax invoice for the applicable Paid Content. The applicable Rights Fee will depend on the nature of the Rights Licence you select at the time of selecting and approving the Paid Content.

14. If you fail to pay any charges or we are unable to successfully process your payment of any charges within the timeframe required (as applicable), we reserve the right to charge a late payment fee calculated at a rate of ten percent (18%) per annum but no less than Rs 1000 (INR) per month. This amount represents a genuine and reasonable estimate of such costs and expenses associated with managing and processing late payments. We also reserve the right to withdraw credit facilities (where applicable) at any time or to remove your access to the MARQUE BERRY Platform. Without limiting our rights, in the event you fail to pay any charges within the timeframe and in the manner required, we reserve the right to suspend or terminate your access to the MARQUE BERRY Platform or to suspend or terminate any current Campaigns.
15. Brand acknowledges and agrees that it may not offer a product, service or other non-monetary arrangement to an Influencer as partial or full payment by a Brand for an Influencer's Post or Paid Content.
16. If MARQUE BERRY is required to collect indirect taxes under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. You may be required to self-assess such taxes under the applicable laws of your country or residence.

#### **TERMS FOR CAMPAIGNS**

1. MARQUE BERRY in its sole discretion reserves the right to reject Campaigns that do not comply with these Terms of Use.
2. You agree that you will not negotiate terms or payment to Influencers outside the MARQUE BERRY Platform. Any attempt to circumvent the MARQUE BERRY Platform may result in the removal of the Brand from the MARQUE BERRY Platform in MARQUE BERRY's sole discretion. Each Post shall have a Post Fee and all Paid Content shall have a Paid Content Fee, and Brands and Influencers may not circumvent the Post Fee or Paid Content Fee by negotiating or attempting to negotiate multiple Posts or Paid Content for Post Fees or Paid content Fees.
3. You must not attempt to instruct, coerce or manipulate Influencer to hide the commercial relationship between the Advertiser and the Influencer. Such attempts may result in Brand being immediately removed from the MARQUE BERRY Platform.
4. You acknowledge and agree that your right to use a Post is strictly limited in accordance with above terms. For the avoidance of doubt, you must not use a Post in any form of paid, sponsored or promoted advertising, including within the social media channel upon which the Post was published. If you wish to use a Post other than in accordance with agreed terms you must contact MARQUE BERRY directly at the contact details set out in these Terms of Use. Additional fees may apply.
5. You acknowledge and agree that your right to use Paid Content is strictly limited in accordance with the Rights Licence selected via the MARQUE BERRY Platform. For the avoidance of doubt, you must not use Paid Content other than in accordance with the Rights Licence terms as you select at the time of selecting and approving the Paid Content. If the Brand fails to pay the Rights Fee in accordance with these Terms of Use or as otherwise agreed by MARQUE BERRY in writing, the Rights Licence is automatically terminated and the Brand must immediately cease use of the applicable Paid Content.
6. If you wish to use Paid Content other than in accordance with the Rights Licence you select, you must contact MARQUE BERRY directly at the contact details set out in these Terms of Use. Additional fees may apply.
7. You warrant that:
  1. you own the Intellectual Property Rights in Content you upload to the MARQUE BERRY Platform and have the right to licence the Content to MARQUE BERRY and Influencers in the manner set out in these Terms of Use; or
  2. you have the right to licence the Content to MARQUE BERRY and Influencers in the manner set out in these Terms of Use; and
  3. you will not encourage or facilitate any misrepresentation or suggestion that the Brand or any entity has the approval or sponsorship of any other entity which the Brand or entity does not have;



4. any Content you upload to the MARQUE BERRY Platform does not contain any representations or material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive; and
5. where the Paid Content or Posts include Third Party Material, you will strictly comply with any use limitations notified to you in respect of the Third Party Material and will obtain all licences required for your intended use of the Post or Paid Content prior to use of such Post or Paid Content, including obtaining any licences required with respect to Third Party Material.
8. In the event an Influencer meets the requirements outlined in a Campaign and you approve the Post or Paid Content, you will not deny Payment to MARQUE BERRY for the Post or Paid Content. MARQUE BERRY will make payment of the Post Fee or Paid Content to the Influencer 48 hours after receiving Payment of the Brand Fee from you, unless the Influencer has otherwise breached these Terms of Use or the Mq-Beery Rules. MARQUE BERRY is not responsible for identifying any breach of these Terms of Use or the Mq-Beery Rules by an Influencer.
9. Brand agrees that MARQUE BERRY is not responsible for any aspect of the Brand's Content to be reviewed, shared, sponsored or advertised by Influencers. Brand acknowledges and agrees that MARQUE BERRY is not responsible or liable for the content of any Post.
10. Brand acknowledges that Influencers are independent third parties and not directly controlled by MARQUE BERRY. As a consequence, any Posts will inherently risk negative or unflattering comments about Brand's content, products or services. Brand specifically acknowledges and agrees that MARQUE BERRY has no control over any Post that may be published and that Brand is solely responsible (and assumes all liability and risk) for determining whether such Post are acceptable and appropriate to the Brand.
11. Brand agrees that upon notice from MARQUE BERRY or if Brand learns that any Content is subject to an actual or threatened claim of infringement, violation of another right, or other claim, or if MARQUE BERRY removes any Content for any reason and gives the Brand notice of such removal, the Brand will remove such Content from its computer systems and storage devices and will, to the extent possible, cease use of such Content. MARQUE BERRY shall, where possible, endeavor to source comparable Content (to be determined by MARQUE BERRY in its reasonable commercial judgement) free of charge, but subject to these Terms of Use and a comparable Rights Licence.
12. You acknowledge that MARQUE BERRY has not made any warranties in respect of the success of any Campaign in respect of your business or commercial performance or otherwise of any Post, Campaign, Channel or other media, marketing communications channel, marketing or advertising campaign, promotion or advertisement.

#### **MARQUE BERRY'S INTELLECTUAL PROPERTY**

1. All MARQUE BERRY Materials on the MARQUE BERRY Platform are protected by all applicable laws including copyright and trade mark laws unless otherwise specifically noted and may not be used except as permitted in these Terms of Use. Nothing in these Terms of Use will be taken to constitute a transfer, assignment or grant of any ownership rights in any Intellectual Property Rights in the MARQUE BERRY Materials to a Brand or Influencer.
2. All right, title and interest in all Intellectual Property Rights in all of MARQUE BERRY's brands, logos, images, buttons, codes, layout, text, content and products and services as displayed on the MARQUE BERRY Platform (the "Brand Features") are the property of MARQUE BERRY and will remain or be vested in MARQUE BERRY at all times. Your use of the MARQUE BERRY Platform will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Brand Features or the MARQUE BERRY Platform. MARQUE BERRY, on a case by case basis and to the extent required, grants to you a limited, non-exclusive licence to use the Brand Features solely for the purpose, and to the extent necessary, to enable you to use the MARQUE BERRY Platform.

**COPYRIGHT INFRINGEMENT POLICY & COMPLAINTS** In accordance with the Indian Copyright Act 1957 and other applicable laws, MARQUE BERRY has adopted a policy of terminating, where appropriate and at MARQUE BERRY's discretion, access to the MARQUE BERRY Platform for account holders who infringe the intellectual property rights of MARQUE

BERRY or any third party. If you believe that any material on the MARQUE BERRY Platform infringes upon any copyright that you own or control, you may file a notification of such infringement with us at the following details: support@Marque Berry.io **INFLUENCER & BRAND REPRESENTATIONS AND WARRANTIES**

1. Influencers and Brands participating in the MARQUE BERRY Platform warrant, represent and covenant that:
  1. all information you provide to MARQUE BERRY upon registering for an Account is true, accurate and complete and not misleading;
  2. any third-party social media accounts to which you link are:
    1. your own accounts;
    2. if the Account refers to a Brand, that you are the authorised representative of the Brand with the right to access its social media accounts and represent its interests; and
- if the Account refers to an individual other than you, you are the authorised representative of that individual with the right to access his or her social media accounts and control his or her interests;
  2. You have the right and authority to create an Account and agree to these Terms of Use and the Mq-Beery Rules, including, where relevant, the authority of any Brand or individual to create an Account, agree to these Terms of Use and to use the MARQUE BERRY Platform on its or his or her behalf;
  3. You are authorised to submit Content, as applicable, in the manner invited via the MARQUE BERRY Platform;
  4. any Content you submit to the MARQUE BERRY Platform will not contain anything that:
    1. is illegal or contrary to any laws, applicable industry code or the requirements or directions or relevant regulators;
    2. is copied or adapted either wholly or substantially from any other work or material;
    3. is indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, offensive or objectionable or contains, depicts or alludes to or promotes aggressive, unruly, antisocial, lewd or illegal behaviour or sexually suggestive imagery;
    4. parodies, disparages or makes fun of MARQUE BERRY or its products of services or MARQUE BERRY generally in any way;
    5. solicits passwords or personal information for commercial or unlawful purposes or provides any telephone numbers, street addresses, last names, URLs or email addresses (unless part of a Campaign);
    6. promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated materials;
    7. involves the transmission of junk mail, chain letters, unsolicited mass mailing or spam; or
    8. infringes the privacy rights, contract rights or other rights (including Intellectual Property Rights) of any person, corporation or entity;
    9. constitutes, encourages or provides instructions for any criminal offence, violates the rights of any party, or otherwise violates any Laws including, without limitation, the regulations of any stock or securities exchange such as the New York Stock Exchange; or
    10. contains any viruses, corrupted data or other harmful or malicious code of files.

#### **ACKNOWLEDGEMENTS**

1. The Brand and the Influencer acknowledge that:
  1. neither the Influencer nor MARQUE BERRY is required to purchase any of the Brand's products or services;
  2. Brand may, in its sole discretion, arrange to send an Influencer a sample product. Influencer may request a Brand to send a sample product, but Brand is under no obligation to do so;
  3. MARQUE BERRY will not be responsible or liable in any way for late delivery or non-arrival or any products sent from a Brand to an Influencer. Address provided by Influencer through the MARQUE BERRY Platform is not verified by MARQUE BERRY;
  4. if Brand sends a sample product to an Influencer, there is no guarantee that the Influencer will submit a Post about the product or that any post submitted will be positive. All product reviews must reflect the Influencer's genuinely held beliefs;
  5. if an Influencer chooses to purchase a product, there is no guarantee that Influencer's Post(s) about the product will be approved by the Brand;

6. a product, service or other non-monetary arrangement cannot be offered or used as partial or full payment by a Brand for an Influencer's Post;
7. nothing in these Terms of Use grants to the Brand any ownership rights in the Intellectual Property Rights in the Posts or the Influencer's Identity;
8. nothing in these Terms of Use grants to the Influencer any ownership rights in the Intellectual Property Rights of the Brand; and
9. nothing in these Terms of Use requires the Brand to make use of any of the rights granted to the Brand by the Influencer under this Agreement.

#### **INDEMNIFICATION**

1. You agree to indemnify, and must defend and hold harmless, MARQUE BERRY and its related bodies corporate, personnel, servants and agent, from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in any way connected with any of the following (including as a result of your direct activities on the MARQUE BERRY Platform):
  1. your Content or access to the MARQUE BERRY Platform;
  2. your use or inability to use the MARQUE BERRY Platform;
  3. your breach or alleged breach of these Terms of Use, the Mq-Beery Rules or any of the warranties or covenants given or made by you;
  4. your claim against a Brand for any reason;
  5. your claim against an Influencer for any reason;
  6. any claim by any third party (including any other brand or influencer) arising directly or indirectly from you breach of any of the provisions of these Terms of Use or Mq-Beery Rules;
  7. any claim or allegation that your Content infringes a third party's rights, including Intellectual Property Rights.
  8. your violation of any applicable laws, rules or regulations; and
  9. any misrepresentation made by you.

#### **LIMITATION OF LIABILITY**

1. In using the MARQUE BERRY Platform, you may be exposed to Content that is harmful, obscene, misleading or inaccurate. Under no circumstances will MARQUE BERRY be liable in any way for any Content, including but not limited to any errors or omissions in such Content or any loss or damage of any kind incurred as a result of any use of Content posted, transmitted or otherwise made available via the MARQUE BERRY Platform.
2. Any liability of MARQUE BERRY to a Brand in connection with these Terms of Use, the Mq-Beery Rules or the Brand's use of the MARQUE BERRY Platform, regardless of the form or cause of action be it in contract, warranty, tort, negligence or any other basis, shall be limited to the amount actually paid by the Brand to MARQUE BERRY for the services related to the Brand's most recent Campaign. MARQUE BERRY shall not be liable to Influencers for damages of any kind arising out of the Influencer's use of the MARQUE BERRY Platform.

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

1. This entire clause does not apply to any Consumer Guarantee under the Indian Consumer Protection Act, 2019 and does not apply to any liability of MARQUE BERRY's for failure to comply with a Consumer Guarantee under the Indian Consumer Law. Nothing in these Terms operates to exclude any liability for death or personal injury caused by negligence,

nor for fraud, nor for any Consumer Guarantee under Indian Consumer Law. Whilst MARQUE BERRY endeavours to take all reasonable steps to ensure that the MARQUE BERRY Platform operates as expected, the MARQUE BERRY Platform and its entire contents are provided on an “as is” and “as available” basis without any warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. MARQUE BERRY disclaims all warranties of merchantability, non-infringement and fitness for a particular purpose. MARQUE BERRY does not make any guarantees and does not provide any undertaking that the MARQUE BERRY Platform will be available at all times or that it will be error free, reliable or secure or free from viruses or other harmful components or that any defects will be corrected. You agree that you use the MARQUE BERRY Platform at your own risk and that MARQUE BERRY disclaims any and all responsibility for any damage or loss that you may suffer or incur as a result of using the MARQUE BERRY Platform, whether they are direct or consequential (including loss of profits, loss of business revenue or loss of goodwill). This includes any loss that results from any interference, malfunction, delays, failures or damage that occurs to your device or that results from accessing, installing, updating or using the MARQUE BERRY Platform. You assume total responsibility for your use of the MARQUE BERRY Platform, including compliance with all applicable road rules and regulations. Subject to the Consumer Guarantees, your sole remedy against MARQUE BERRY for dissatisfaction with the MARQUE BERRY Platform or any content is to stop using the MARQUE BERRY Platform or such Content. This limitation of relief is a part of the bargain between the parties.

2. If the supply of any goods or services by MARQUE BERRY to a Brand or Influencer constitutes a supply of goods and/or services to a Consumer then subject to the limitation to this clause below and unless the goods and/or services are Consumer Goods or Consumer Services, MARQUE BERRY’s and its affiliates’ and related entities’, its servants’, employees’ and agents’ liability for any breach of these Terms of Use, including any liability for any losses or consequential losses which the Brand or Influencer may suffer or incur because of a failure to comply with a Consumer Guarantee will be limited as MARQUE BERRY may elect in its sole discretion, in the case of services supplied or offered by MARQUE BERRY, to either (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again or, in the case of goods supplied or offered by MARQUE BERRY, (c) the replacement of the goods or the supply of equivalent goods, (d) the repair of such goods, (e) the payment of the cost of replacing the goods or acquiring equivalent goods, or (f) the payment of the cost of having the goods repaired. This clause does not apply if it is not Fair or Reasonable for MARQUE BERRY to rely on it.

#### **MONITORING**

1. MARQUE BERRY reserves the right to monitor the MARQUE BERRY Platform generally and all Account activity. If your Account shows signs of fraud, abuse or suspicious activity, MARQUE BERRY may close or freeze the Account immediately. MARQUE BERRY retains the right and absolute discretion to suspend or terminate your Account, and/or access to the MARQUE BERRY Platform generally without notice if MARQUE BERRY believes you have abused any privilege accorded to you as a participant in the MARQUE BERRY Platform, supplied misleading information or made any misrepresentations to MARQUE BERRY in connection with the MARQUE BERRY Platform tampered with the MARQUE BERRY Platform in any way, breached these Terms of Use or the Mq-Beery Rules, or engaged in any unlawful or other improper misconduct calculated to jeopardise the proper administration of the MARQUE BERRY Platform. MARQUE BERRY retains the right to remove any Content that it considers breaches these Terms of Use or the Mq-Beery Rules. In the event of termination or suspension of your Account in accordance with these Terms of Use, you will have no further access to your Account for the duration of the suspension or at all in the event of termination. MARQUE BERRY’s legal rights to recover damages or other compensation from you are reserved.

#### **GENERAL TERMS**

1. If the MARQUE BERRY Platform is not capable of running as planned for any reason beyond the reasonable control of MARQUE BERRY, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect

the administration, security, fairness, integrity or proper conduct of the MARQUE BERRY Platform, or if any social media platform alters its terms of service, access or permission in such a way that affects the MARQUE BERRY Platform, MARQUE BERRY reserves the right, in its absolute discretion, to cancel, terminate, modify or suspend the MARQUE BERRY Platform.

2. This Agreement shall be governed by the law of India and shall be subject to the exclusive jurisdiction of Bangalore Courts.
3. No additional Influencer, Brand or Media Agency originating agreement or other terms and conditions (including purchase order or insertion order terms and conditions) may be imposed on MARQUE BERRY unless agreed by MARQUE BERRY in writing and, in such case, if any terms and conditions in an Influencer, Brand or Media Agency originating agreement or other terms and conditions are inconsistent with these Terms of Use, these Terms of Use shall prevail to the extent of any inconsistency.
4. If you are using the MARQUE BERRY Platform on behalf of a legal entity, you represent that you are authorised to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and MARQUE BERRY and govern your use of the MARQUE BERRY Platform, superseding any prior agreements between you and MARQUE BERRY. You will not assign any rights or obligations under these Terms of Use, in whole or in part, to any third party without the prior written consent of MARQUE BERRY. MARQUE BERRY may assign its rights or obligations hereunder at its sole discretion.
5. Any waiver of any provision of these Terms of Use will only be effective if in writing and signed by MARQUE BERRY. If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down and amended so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms of Use without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

**CONTACT AND HELP DETAILS** You may contact MARQUE BERRY via: **Call:** 74007005595

Email: [info.marqueberry@gmail.com](mailto:info.marqueberry@gmail.com)

**INTERPRETATION** The following terms have the following meanings in these Terms of Use: "Account" means a Brand Account or an Influencer Account; "Application" means the MARQUE BERRY Influencer App available for download via iTunes or Google PlayStore "ASCI" means the Advertising Standards Council of India "Brand" means any person or entity, or its duly authorised agents or representatives, that use the MARQUE BERRY Platform for the purpose of creating Campaigns; "Brand Account" means an account to use Campaign Builder "Brand Fee" means the stated fee payable by a Brand to MARQUE BERRY in respect of an approved Post plus any applicable GST; "Campaign" means an Influencer Marketing Campaign or a Content Only Campaign created by a Brand using Campaign Builder to be opened to Influencers via the Application for the purpose of finding appropriate Influencers to submit Content to the Brand or to submit Content to and publish Posts about the Brand; "Campaign Budget" means the sum money a Brand nominates as the sum it is willing to spend during a Campaign; "Campaign Builder" means the desktop platform for Brands to create Campaigns to be featured on the Application and available at <https://MarqueBerry.io/> "Channels" means the social media channels of an Influencer, such as Twitter, Facebook, YouTube, LinkedIn, Instagram or any new social media platforms. "Community" means an Influencer's social media following on its Channels. "Content" means a Post, Paid Content, or any other content or materials uploaded to the MARQUE BERRY Platform by a Brand or an Influencer (but excludes any Third Party Material included in a Post or Paid Content that is expressly disclosed to MARQUE BERRY and the Brand) "Content Only Campaign" means a Campaign created by a Brand using Campaign Builder to be opened to Influencers via the Application for the purpose of sourcing Paid Content to be used by the Brand directly in accordance with a Rights Licence, without the Influencer posting the Paid Content to their Channels. "Influencer" means a social media influencer who registers to use the Application to create and distribute Posts and receive compensation for such Posts through the MARQUE BERRY Platform. "Influencer Account" means an account to use the Application "Influencer Marketing Campaign" means a Campaign created by a Brand using Campaign Builder to be opened to Influencers via the Application for the purpose of finding appropriate Influencers to

publish Posts about the Brand; "Mq-Beery Rules" means the code of practice and conduct that must be adhered to by Influencer's and Brands. "Influencer's Identity" means the name, image, likeness, character and online persona of the Influencer. "Intellectual Property Rights" means all present or future intellectual property rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, any rights in silicon chip topography, Confidential Information and Know-How and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in India or otherwise. "Laws" means all applicable laws, codes of practice and guidance relating to influencer marketing in India "Media Agency" means an authorised third party organisation acting on behalf of a Brand or Brands, including public relations, media, creative, design and digital agencies; "Paid Content" means content created by an Influencer in response to a Content Only Brief. "Paid Content Fee" means the fixed-fee as stated on the MARQUE BERRY Platform to be paid to an Influencer for Paid Content submitted to a Content Only Campaign and selected by the Brand. "Payment" means payment from MARQUE BERRY to an Influencer for a Post or Paid Content or a payment from a Brand to MARQUE BERRY, as the context requires; "Post" means a social media post created by an Influencer to be shared with the Influencer's Community via the Influencer's Channels. "Post Fee" means the fee an Influencer nominates as the amount it will charge a Brand to share a Post with the Influencer's Community via the nominated Channel. "Rights Fee" means the fixed-fee as stated on the MARQUE BERRY Platform payable by a Brand to MARQUE BERRY for a Rights Licence in respect of approved Paid Content plus any applicable GST. "Rights Licence" means a licence from MARQUE BERRY to the Brand for particular Paid Content on the terms and conditions stated on the MARQUE BERRY Platform and selected by the Brand, including in any specific content licence agreement. "Third Party Material" means any material included in a Post or Paid Content that is owned by or licensed from a third party, including material in relation to which there may be stated, inherent or industry practice-based use limitations as a result of the rights of third parties including, without limitation, rights in music, rights of personality, talent rights and similar. "MARQUE BERRY" means MARQUE BERRY Technology Private Limited "MARQUE BERRY Materials" means the MARQUE BERRY Platform and any associated materials owned, developed or licensed by MARQUE BERRY and made available via the MARQUE BERRY Platform; "MARQUE BERRY Platform" means the Application, Campaign Builder and any associated MARQUE BERRY properties or websites.