

1. ACCEPTANCE OF TERMS OF SERVICE

- 1.1. Unboxed Network, UAB Inside Warehouse (herein referred to as Unboxed, we, us or our) owns and operates certain web sites, including <http://unboxed.network>, (the Web Sites), platforms, including <http://app.unboxed.network> and Unboxed Mobile App (the Platform) and makes available marketing and promotional services (the Unboxed Services). All use of the Unboxed Services and Platform is subject to the terms and conditions contained in this Terms of Service Agreement, as amended from time to time (Agreement). Please read this Agreement carefully. By accessing, creating an account, browsing, or otherwise using the Unboxed Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse, or use the Unboxed Services.
- 1.2. You understand and agree that we may change this Agreement at any time without prior notice. Any changes to this Agreement will be posted on this page and will indicate the latest revision. You may read a current, effective copy of this Agreement at any time by visiting <https://unboxed.network/terms-of-service>. Unboxed will notify you of any changes to this Agreement either through a pop-up notice, email, or other reasonable means. We are not responsible for lost notifications. Any such changes will become effective no earlier than thirty (30) days after they are posted, with the exception to any changes made to Unboxed functionality, services or for any legal reasons that are effective immediately. **Continuation to browse Unboxed websites and/or use Unboxed services will constitute as your agreement to any changes made to the Agreement.**
- 1.3. *Additional Terms.* In addition, when using Unboxed, you will be subject to any additional terms applicable to our services that may be posted on the Unboxed websites and/or services from time to time, including without limitation, Unboxed's Privacy Policy located at <https://unboxed.network/privacypolicy/> (the "**Privacy Policy**"), additional terms and conditions applicable to the Brands and Influencers. All such terms and conditions are hereby incorporated by reference into this Agreement.
- 1.4. **ARBITRATION.** PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. SECTION 10 OF THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST UNBOXED ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF

(INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (C) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED IN A COURT OF LAW.

2. INTRODUCTION

- 2.1. The purpose of Unboxed platform is to assist users: business (“Brands”) and social media users (“Creators”); in influencer marketing and user-generated content campaigns: create and manage relationships, arrange products/services giveaways, enable user generated content purchases and distribution on social media; subject to compliance with these Terms of Service. In these Terms of Service, Brands and Influencers are collectively and individually referred to as “users” or “you” as the context requires.
- 2.2. Your access to and use of the Unboxed Platform is conditional upon your agreement and acceptance of these Terms of Service. Continuation to use Unboxed Platform is regarded as acceptance of these Terms of Service. If you do not wish to be bound by these Terms of Service, do not use the Platform.
- 2.3. Unboxed may at any time revise these Terms of Service by updating this page. Revisions will take immediate effect and may affect your ability to use the Platform. Since you are bound by these Terms of Use each time you use the Unboxed Platform, you should check these Terms of Service for any revisions each time you use it and wherever prompted to do so. Your use of the Unboxed Platform following the posting of any revisions to these Terms of Service constitutes your acceptance of those revisions.
- 2.4. Unboxed reserves the right to change the Platform in any way by giving you notice to the email address you have registered with us, pop-up notice or other reasonable means. Even if you have an Account, your ability to access and use the Unboxed Platform may be terminated at any time without notice to you.
- 2.5. Any costs associated with using the Unboxed Platform remain your responsibility and are dependent on the service provider used.

3. USING THE UNBOXED PLATFORM

- 3.1. The Unboxed Platform allows Brands to create Influencer marketing campaigns and/or purchase user-generated content:
 - 3.1.1. Acquire Creators’ content, created specifically for the Brand for the campaign;
 - 3.1.2. Acquire distribution on social media channels, owned and operated by Creators;

- 3.1.3. Provide Creators with affiliate commissions, based on sales made through Influencers' channels.
- 3.2. Brand acquires the rights to any content, created by Influencer on Unboxed platform, in accordance with a Rights Licence.
- 3.3. The relevant Brand is solely responsible for:
 - 3.3.1. providing accurate and comprehensive campaign, Influencers and/or content requirement description (Campaign Brief);
 - 3.3.2. ensuring product giveaways or service trials;
 - 3.3.3. (if chooses to) approving campaign participants and content created for the campaign in a timely manner;
 - 3.3.4. timely payments for executed Influencer marketing campaigns or user-generated content received.
- 3.4. Unboxed Platform allows Creators to participate in influencer marketing and/or user-generated content campaigns by:
 - 3.4.1. providing tailored Influencer marketing and/or user-generated content campaigns with accurate and comprehensive requirements;
 - 3.4.2. publish content on Creator owned social media channels in accordance with Campaign brief and other requirements, provided in advance;
 - 3.4.3. create user-generated content for Brands in accordance with Campaign brief and/or other requirements, provided in advance.
- 3.5. Creator is solely responsible for:
 - 3.5.1. providing accurate and up to date personal, contact and social media account information;
 - 3.5.2. ensuring compliance with Campaign brief and/or other requirements, provided in advance. Unboxed reserves the right to decline Creators work until provided requirements are matched to desired standards;
 - 3.5.3. timely delivery, in accordance with Campaign brief and/or other requirements, provided in advance;
 - 3.5.4. include necessary information, required by Unboxed, Brand or the governing law when publishing on owned social media channels, including but not limited to ad disclaimers.
- 3.6. Influencers and Brands agree that they will not attempt to negotiate terms or payment for the influencer marketing campaign or user-generated content.

- 3.7. You may not decompile, reverse engineer, disassemble, convert or authorize any third party to decompile, reverse engineer, disassemble or otherwise convert any element of the Unboxed Platform to a human perceivable form; distribute or republish any element of the Unboxed Platform in any way; resell, rent, lease or lend any element of the unboxed Platform; defeat, disable or circumvent any security feature of the Unboxed Platform; or transfer any element of the Unboxed Platform to any third party.
- 3.8. To use Unboxed Platform, users must be eligible to use the social media platforms (under the relevant platforms prevailing terms and conditions) upon which they intend to publish Posts. By using any social media applications or features on the Unboxed Platform, you also consent and agree to be bound by the particular terms and conditions of use of the social media platform.
- 3.9. You are solely responsible for your interactions with other users of the Unboxed Platform. You agree that Unboxed is not responsible for the conduct of any user.
- 3.10. You must not engage in crawling, scraping, caching or otherwise accessing any content on the Unboxed Platform via automated means, except with Unboxed's written consent.
- 3.11. Nothing in these Terms of Service is intended nor does create a partnership, agency, employment or fiduciary relationship between Unboxed and any user.
- 3.12. Subject to your compliance with these Terms of Service, you are granted a limited, non-exclusive, revocable and non-transferable licence to access and use the Unboxed Platform in the manner anticipated in these Terms of Service. Any costs associated with accessing and using the Unboxed 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 is compatible with the Unboxed Platform and meets all relevant technical specifications necessary to obtain the benefit of the Unboxed Platform.
- 3.13. The Unboxed Platform may contain links to other sites not maintained by Unboxed ("Linked Sites"). Unboxed is not responsible for the content of any Linked Sites, whether or not Unboxed is affiliated with the Linked Sites. Unboxed does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or contributions from you, Unboxed shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for your convenience only and you agree to access them at your own risk.
- 3.14. You also acknowledge and consent to the Unboxed 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 Unboxed Platform. The Unboxed Platform is in no way sponsored, endorsed or administered by, or associated with, any social media platform.

4. REGISTERING AN ACCOUNT

- 4.1. In order to use the Unboxed Platform, users must register an account via the Platform in the manner required and as set out in these Terms of Service.
- 4.2. Unboxed reserves the right to refuse or cancel registration of an Account for any reason in its sole discretion.
- 4.3. 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 Unboxed Platform. You may never use another's Account without permission.
- 4.4. You are responsible for maintaining the strict confidentiality of your Account details and for any activity under your Account. You agree to immediately notify Unboxed 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 Unboxed when you desire to cancel your Account. Unboxed will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.
- 4.5. Unboxed retains the right and absolute discretion to terminate your Account and/or access to the Unboxed Platform (or any element thereof) if it believes that you are abusing or tampering with the Unboxed Platform (or any element thereof) in any way, that you have breached these Terms of Service, or that you have engaged in any unlawful, unethical, unsportsmanlike or other misconduct calculated to jeopardise the proper administration of the Unboxed Platform (or any element thereof).
- 4.6. The use of any automated software or any other mechanical or electronic means allowing a member to create Accounts is prohibited. Unboxed reserves the right to suspend or terminate your Account if it believes you are engaging in such activity.
- 4.7. Users understand that in creating an Account they are providing their information to Unboxed and not to any social media platform. Users of the Unboxed Platform (whether Creators 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 Unboxed 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 Unboxed Platform. Any questions, comments or complaints about the Unboxed Platform must be directed to Unboxed and not to any media or social media platforms.

5. TERMS APPLICABLE FOR CREATORS

5.1. Creator Eligibility

- 5.1.1. Any person must be of age to use social media platforms (including but not limited to Instagram and Facebook) to register Creator Account on the Unboxed Platform.
- 5.1.2. In order to participate in any Campaigns and earn compensation via Unboxed, Creators must meet the following minimum standards:
 - 5.1.2.1. channels must be public (viewable by anyone);
 - 5.1.2.2. Have Instagram Business account;
 - 5.1.2.3. channels may not contain any inappropriate, unethical, disrespectful content or content that is contrary to these Terms of Service or to the terms of use of the relevant social media platform of the Creator's social media channels.

5.2. Further Terms for Creator Accounts

- 5.2.1. If you do not meet the minimum standard, you may not be able to participate in Campaigns or access the full functionality of the Platform.
- 5.2.2. To register Creator Account, user must sign in to the Platform with their Instagram, Facebook account or other provided manner. In order to participate in Campaigns, Creator must connect their Instagram account in the manner required. Unboxed Platform will not publish any content on Creator's behalf on owned social media channels.

5.3. Creator Compensation

- 5.3.1. Creators are compensated for their original content, created and published for the Brand in the Influencer marketing campaign (Posts) and/or content units (Content) created and delivered to Brand in user-generated content campaign.
- 5.3.2. Post must be approved by Unboxed before it's published or delivered to the Brand. Influencer must share the visual, text content and other details to be used in the Post that are specified by the Brand in the Campaign for the approval.

- 5.3.3. If Creator is required to publish content on his/her own social media channels, he/she must do so within the agreed time frame. The post must be published exactly as approved by Unboxed or Brand without any alterations.
- 5.3.4. In cases Brand purchases Content only, Creator must transfer all Rights to the content units to Brand and Unboxed and must not post it on his/her own channels, unless specified otherwise.
- 5.3.5. Posts, published on Creators' social media channels for the Influencer marketing campaign must remain public and without alterations for at least 90 days, unless specified otherwise.

5.4. Terms for Participating in a Campaign

- 5.4.1. Posts and Content must adhere to the requirements contained in these Terms of Service, requirements imposed by Brands and Unboxed at the time of submitting the Post for approval. Posts and Content which do not comply with this condition may be rejected until all requirements are met.
- 5.4.2. Creators must clearly disclose in Posts their relationship with the Brand. Unboxed requires that you make such disclosures in such a way so that it is clear to the ordinary consumer that there is a commercial relationship between Creator and Brand. This may be achieved through the use of hashtags such as #advertisement or #ad or through other means suitable to your particular circumstances, Community and Channel.
- 5.4.3. Influencers must not misrepresent the size of their audience or their numbers of followers, engagement. Followers must be obtained organically and not through unethical behaviour, including but not limited to purchasing followers, likes or engagement. In the event that Unboxed suspects (in its sole discretion) that Creators are not complying with the requirement for followers to be authentic and organically grown, Unboxed reserves the right not to include Creator in the Influencer marketing campaigns on the Unboxed Platform.
- 5.4.4. You warrant, in respect of each Post and/or Content created for the Campaigns, that:
 - 5.4.4.1. you are of legal age to create, own and operate social media channels;
 - 5.4.4.2. you own the Intellectual Property Rights in the relevant Post and/or Content and have the right, as applicable, to licence the Post and/or Content to Unboxed and the Brand in the manner set out in these Terms of Service;
 - 5.4.4.3. the relevant Post and/or Content does not violate the privacy rights, contract rights or other rights (including Intellectual Property Rights) of any person, corporation or entity;

- 5.4.4.4. the relevant Post and/or 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;
 - 5.4.4.5. any and all opinions and views stated in the relevant Post are genuinely held by you;
 - 5.4.4.6. and any and all statements in the relevant Post 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 Unboxed if your opinion of the Brand changes from that which you have expressed to date;
 - 5.4.4.7. the relevant Post and/or 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;
 - 5.4.4.8. the relevant Post and/or 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;
 - 5.4.4.9. 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 Service, performing your obligations or granting the rights and benefits set forth herein, or result in a conflict of interest;
 - 5.4.4.10. the use of the Post and/or Content and the exercise of the Intellectual Property Rights in the relevant Post and/or Content by the Brand and Unboxed 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.
- 5.4.5. You acknowledge and agree that the Brand and Unboxed 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 Unboxed or the relevant Brand to the Post, subject to compliance with these Terms of Service. You also acknowledge and agree that if you post an incorrect Post, the Brand or Unboxed may request that you post the correct approved Post and that you will immediately comply with such a request.
 - 5.4.6. You acknowledge and agree that the Brand and Unboxed 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 Service.

5.4.7. Unboxed and the relevant Creator 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 Unboxed and the relevant Creator and Brand before publication.

5.5. Rights in Content and Posts

5.5.1. All right, title and interest in all Intellectual Property Rights in Posts will remain or be vested in the Creator. Nothing in these Creator & Brand Terms of Service will be taken to constitute a transfer, assignment or grant of any ownership rights in the Content to any other party, including Unboxed or the Brand.

5.5.2. In consideration of Payment for the Post and/or Content, the Creator agrees to grant in respect of each and every Post and/or Content:

5.5.2.1. the right to edit and re-format the Post and/or Content into such formats or versions for use by Unboxed in such media as Unboxed requires in accordance with this clause;

5.5.2.2. a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to use the Post and/or Content for the purpose of marketing and promoting Unboxed (and its products and services) in any manner, without further notification to or consent of the Creator or any further compensation payable to the Creator;

5.5.2.3. the right to use the Influencer's Identity and performances in the Post and/or Content 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 Unboxed and internal communications of Unboxed); in all social media (including but not limited to the social media channels of Unboxed); 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).

5.5.2.4. the right to organically share, comment upon and organically re-post the relevant Post and/or Content in the social media channel upon which the Post and/or Content was published;

5.5.3. You acknowledge and agree that the relevant Brand will not be required to remove from its social media channels any Post and/or Content or any comment, share or re-post of a Post and/or Content.

5.5.4. In the event that Content is purchased without distribution from the Creator, You acknowledge and agree that upon payment for the Content, the Content and all Intellectual Property Rights subsisting in Content irrevocably becomes the property of Unboxed. This assignment is absolute, worldwide and for all uses and purposes including, without limitation the re-assignment of the Content to any other person or entity (including a Brand), licensing the Content to any other person or entity (including a Brand), the making of any

modifications, enhancements, adaptations or versions of the Content, creating derivative works, and including any releases of the post in any medium. You must, upon request by Unboxed, execute all documents and perform all acts necessary to vest all intellectual property rights.

- 5.5.5. You acknowledge and agree that Content must not be posted to your 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 Unboxed or a Brand. Upon payment for the Content, Content becomes the property of Unboxed and Brand, pursuant to the Content Rights Term document.
- 5.5.6. By submitting Content, Influencers grant to Unboxed and its successors, licencees and assigns, to the maximum extent permitted by law, an unconditional and irrevocable waiver of all Moral Rights in the Content and/or Post, and genuine consent to Unboxed and its successors, licencees and assigns, to use, deal, reproduce, publish, transmit, adapt, edit, change, modify or relocate the Post and/or 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 Post and/or Content.

5.6. Creator Restraints

- 5.6.1. As a Creator, you agree that you will not:
 - 5.6.1.1. delay posting your Post after the Unboxed has given its approval to your Post and you must publish your approved Post within the time frame provided in the Campaign and agreed upon with Unboxed;
 - 5.6.1.2. remove the Post from your Channels for a period of 90 days after the Post is published, expiring at 11:59pm on the ninetieth calendar day after the Post is published;
 - 5.6.1.3. edit any approved Post before or after it has been published other than in accordance with these Terms of Service, unless otherwise instructed;
 - 5.6.1.4. parody, disparage, give any adverse comment or make fun of the Brand or its products of services generally in any way;
 - 5.6.1.5. 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; and
 - 5.6.1.6. 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 Unboxed and that these Terms of Service go no further than is reasonably necessary to protect the interests of the Brand and Unboxed.

6. ADDITIONAL TERMS FOR BRANDS

6.1. Further Terms for Brand Accounts

- 6.1.1. To register a Brand Account, you must access the Unboxed Platform and log in in the manner required, including providing your full name, email address, telephone number and credit card details. You will not be charged to create a Brand Account. You will only ever be charged when you approve a Post.
- 6.1.2. You will be charged at the end of the month for Posts, published and/or created during that month and Content, approved by Brand during that month. Unboxed reserves the right to request Advance Payment if we see it necessary to protect Creators' interests.
- 6.1.3. Brands must adhere to the minimum spend implemented by Unboxed and enclosed on the Websites and the Platform. Unboxed may, at its sole discretion, change the minimum spend for Brand Accounts.
- 6.1.4. Brands are able to create Influencer Campaigns on the Platform. By creating the Campaign, Brand agrees that the information provided is current, correct and complete about the product/service.
- 6.1.5. With respect to Campaigns, Brand acknowledges and agrees that the Brand's use of any Post and/or Content is strictly conditional upon payment for the Campaign and then only in accordance with these Terms of Service.

6.2. Payment Terms for Brands

- 6.2.1. You agree to pay Unboxed all fees and charges made to your Brand Account for created published Posts and created, approved Content, in accordance with these Terms of Service.
- 6.2.2. You must pay all charges in the manner agreed upon creating the Campaign. If no manner for payment is stated, the payment must be made by credit card using a provider authorised by Unboxed. Unboxed reserves the right to charge a credit card surcharge.
- 6.2.3. Brands may request that Unboxed issue an invoice for fees and charges expected to be incurred by the Brand during the course of a Campaign ("Invoice"), prior to the commencement of the Campaign.
- 6.2.4. Brands may be required an advanced payment for the Campaign, if:
 - 6.2.4.1. Campaign budget is higher than 1000 USD;
 - 6.2.4.2. Creators are required to purchase Brands' products/services before creating Content and/or Post for the Campaign;

- 6.2.4.3. Unboxed, under its sole discretion, identifies a threat to the Creator's interest
- 6.3. Unboxed reserves the right to refuse any Invoice request in its sole discretion.
- 6.4. Where no terms of payment are stated on an Invoice or otherwise agreed with Unboxed in writing, the following standard payment terms apply:
 - 6.4.1.1. Transactions made on Credit Card are charged at the end of the month, for published Posts and approved Content;
 - 6.4.1.2. 7 days from the date of invoice for approved Brands and Agencies.
- 6.5. Payment of all Invoices is due in accordance with these Terms of Service.
- 6.6. When you create a Campaign for your Brand, 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, 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 started until this pre-authorisation check has been completed.
- 6.7. 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 (10%) per annum but no less than \$10.00 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 Unboxed 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 Unboxed Platform or to suspend or terminate any current Campaigns.
- 6.8. Terms for Campaigns
 - 6.8.1. Unboxed in its sole discretion reserves the right to reject Campaigns that do not comply with these Terms of Service or applicable law.
 - 6.8.2. Upon creating the Campaign, you agree to the calculated price per Post and/or Content and confirm Campaign budget.

- 6.8.3. You must not attempt to instruct, coerce or manipulate Creator to hide the commercial relationship between the Brand (Advertiser) and the Creator. Such attempts may result in Brand being immediately removed from the Unboxed Platform.
- 6.8.4. You acknowledge and agree that your right to use Post and/or Content is strictly limited in accordance with these Terms of Service. For the avoidance of doubt, you must not use Post and/or Content in any form of paid, sponsored or promoted advertising, including within the social media channel upon which the Post was published (for example, via Facebook Power Editor).
- 6.8.5. You warrant that:
 - 6.8.5.1. you own the Intellectual Property Rights in Content you upload to the Unboxed Platform and have the right to licence the Content to Unboxed and Creators in the manner set out in these Terms of Service; or
 - 6.8.5.2. you have the right to licence the Content to Unboxed and Creators in the manner set out in these Terms of Service; and
 - 6.8.5.3. 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;
 - 6.8.5.4. any Content you upload to the Unboxed 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.
- 6.8.6. Brand acknowledges that Creators are independent third parties and not directly controlled by Unboxed. As a consequence, any Posts and/or Content will inherently risk negative or unflattering comments about Brand's content, products or services.
- 6.9. You acknowledge that Unboxed 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, Content, Campaign, Channel or other media, marketing communications channel, marketing or advertising campaign, promotion or advertisement.

7. UNBOXED INTELLECTUAL PROPERTY

- 7.1. All Unboxed Materials on the Unboxed Platform are protected by all applicable laws including copyright and trademark laws unless otherwise specifically noted and may not be used except as permitted in these Terms of Service. Nothing in these Terms of Service will be taken to constitute a transfer, assignment or grant of any ownership rights in any Intellectual Property Rights in the Unboxed Materials to a Brand or Creator.

7.2. All right, title and interest in all Intellectual Property Rights in all of Unboxed brands, logos, images, buttons, codes, layout, text, content and products and services as displayed on the Unboxed Platform (the Brand Features) are the property of Unboxed and will remain or be vested in Unboxed at all times. Your use of the Unboxed 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 Unboxed Platform. Unboxed, on a case by case basis and to the extent required, grants 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 Unboxed Platform.

8. CREATOR & BRAND REPRESENTATIONS AND WARRANTIES

8.1. Creators and Brands participating in the Unboxed Platform warrant, represent and covenant that:

8.1.1. all information you provide to Unboxed upon registering for an Account is true, accurate and complete and not misleading;

8.1.2. any third-party social media accounts to which you link are:

8.1.2.1. your own accounts;

8.1.2.2. 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

8.1.2.3. 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;

8.1.3. You have the right and authority to create an Account and agree to these Terms of Service, including, where relevant, the authority of any Brand or individual to create an Account, agree to these Terms of Service and to use the Unboxed Platform on its or his or her behalf;

8.1.4. You are authorised to submit Post and/or Content, as applicable, in the manner invited via the Unboxed Platform;

8.1.5. any Content you submit to the Unboxed Platform will not contain anything that;

8.1.5.1. is illegal or contrary to any laws, applicable industry code or the requirements or directions or relevant regulators;

8.1.5.2. is copied or adapted either wholly or substantially from any other work or material;

- 8.1.5.3. 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;
- 8.1.5.4. parodies, disparages or makes fun of Unboxed or its products of services or Unboxed generally in any way;
- 8.1.5.5. 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)
- 8.1.5.6. 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;
- 8.1.5.7. involves the transmission of junk mail, chain letters, unsolicited mass mailing or spam; or
- 8.1.5.8. infringe the privacy rights, contract rights or other rights (including Intellectual Property Rights) of any person, corporation or entity.

9. ACKNOWLEDGEMENTS

- 9.1. The Brand and the Creator acknowledge that:
 - 9.1.1.1. Brand may arrange to send Creator a sample product or choose to reimburse Creator the cost associated with purchasing the product/service;
 - 9.1.1.2. Unboxed will not be responsible or liable in any way for late delivery or non-arrival or any products sent from a Brand to a Creator.
 - 9.1.1.3. if Brand sends a sample product to a Creator, there is no guarantee that the Creator will submit a Post about the product or that any post submitted will be positive. All product reviews must reflect the Creator's genuinely held beliefs;
 - 9.1.1.4. nothing in these Terms of Service grants to the Brand any ownership rights in the Intellectual Property Rights in the Posts and/or Content or the Creator's Identity;
 - 9.1.1.5. nothing in these Terms of Service grants to the Creator any ownership rights in the Intellectual Property Rights of the Brand; and
 - 9.1.1.6. nothing in these Terms of Service requires the Brand to make use of any of the rights granted to the Brand by the Creator under this Agreement.
- 9.2. You agree to indemnify, and must defend and hold harmless, Unboxed 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 Unboxed Platform):

- 9.2.1. your Content or access to the Unboxed Platform;
- 9.2.2. your breach of these Terms of Use or any of the warranties or covenants given or made by you;
- 9.2.3. your claim against a Brand for any reason;
- 9.2.4. your claim against a Creator for any reason;
- 9.2.5. 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 Service;
- 9.2.6. any claim or allegation that your Content infringes a third party's rights, including Intellectual Property Rights.
- 9.2.7. your violation of any applicable laws, rules or regulations; and
- 9.2.8. any misrepresentation made by you.

10. LIMITATION OF LIABILITY

- 10.1. In using the Unboxed Platform, you may be exposed to Content that is harmful, obscene, misleading or inaccurate. Under no circumstances will Unboxed 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 Unboxed Platform.
- 10.2. Any liability of Unboxed to a Brand in connection with these Terms of Service or the Brand's use of the Unboxed Platform, regardless of the form or cause of action, shall be limited to the amount actually paid by the Brand to Unboxed for the services related to the Brand's most recent Campaign. Unboxed shall not be liable to Creator for damages of any kind arising out of the Creator's use of the Unboxed Platform. Without limiting their foregoing, in no event shall Unboxed or any of its associated entities, successors in title, licensees or assigns be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, arising out of, or in connection with, the Unboxed Platform, these Terms of Service 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 Unboxed or any other party has been advised of the possibility of such damages.

11. MONITORING

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

12. GENERAL TERMS

- 12.1. If the Unboxed Platform is not capable of running as planned for any reason beyond the reasonable control of Unboxed, 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 Unboxed Platform, or if any social media platform alters its terms of service, access or permission in such a way that affects the Unboxed Platform, Unboxed reserves the right, in its absolute discretion, to cancel, terminate, modify or suspend the Unboxed Platform.
- 12.2. No additional Creator or Brand originating agreement or other terms and conditions (including purchase order or insertion order terms and conditions) may be imposed on Unboxed unless agreed by Unboxed in writing and, in such case, if any terms and conditions in a Creator or Brand originating agreement or other terms and conditions are inconsistent with these Terms of Service, these Terms of Service shall prevail to the extent of any inconsistency.
- 12.3. If you are using the Unboxed 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 Service constitute the entire agreement between you and Unboxed and govern your use of the Unboxed Platform, superseding any prior agreements between you and Unboxed. You will not assign any rights or obligations under these Terms of Service, in whole or in part, to any third party without the prior written consent of Unboxed. Unboxed may assign its rights or obligations hereunder at its sole discretion.

12.4. 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 Service without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13. DISPUTE RESOLUTION

13.1. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

13.2. *Agreement to Arbitrate.* This Section is referred to as the “**Arbitration Agreement.**” You agree that any and all disputes or claims that have arisen or may arise between you and Unboxed, whether relating to this Agreement (including any alleged breach thereof), the Unboxed Services, any advertising, any aspect of the relationship between us, or otherwise, shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Unboxed are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

13.3. YOU AND UNBOXED AGREE THAT WE MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND UNBOXED AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

- 13.4. Unboxed is always interested in resolving any disputes amicably and efficiently, and most user concerns regarding the Unboxed Platform and/or Unboxed Services can be resolved quickly and to the user's satisfaction by emailing customer support at help@unboxed.network. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (Notice). The Notice to Unboxed should be sent to Laisvės av. 43, Kaunas, 44305 (Notice Address). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If Unboxed and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Unboxed may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Unboxed or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Unboxed is entitled.
- 13.5. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- 13.6. If a court decides that any term or provision of this Arbitration Agreement other than Section 3 above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any provision in Section 3 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.
- 13.7. *Future Changes to Arbitration Agreement.* Notwithstanding any provision in this Agreement to the contrary, Unboxed agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Unboxed Services, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

14. CONTACT AND HELP DETAILS

- 14.1. Email: Help@unboxed.network
- 14.2. Phone: +370 687 42657
- 14.3. Address: Laisvės av. 43, Kaunas, 44305 , Lithuania

