

Conditions (Terms) for brand companies ("Advertisers")

Preamble

The Media-Part GmbH, Friedensallee 38, D-22765 Hamburg (hereinafter "Media-Part") operates under the Internet address <http://www.media-part.com> an Online platform (hereinafter "Marketplace") for companies (hereafter "Advertiser") and business influencers. It enables the correspondence of advertisers, who have signed up for the service, and influencers in order to negotiate the terms of an advertising campaign.

The marketplace enables advertisers to contact successful influencer on social media platforms (such as Facebook, YouTube, etc (hereinafter "Platform")) for the purpose of content production, such as to requested posts, pictures or videos (the "Influencer content" and the related communication) and the implementation and reporting of the campaign. Media-Part is in charge of billing and collection of the charges.

§ 1. General

(1) Media Part operates the marketplace on which registered advertisers can find and contact influencers who are selected to increase the reach of an advertising campaign through influencer content on selected social media platforms. Advertisers are always entrepreneurs following as laid down in § 14 BGB. With his or her registration, the Advertiser confirms that the influencers are entrepreneurs. Media-Part is entitled to demand evidence of the entrepreneurial status by appropriate documentation.

(2) The terms and conditions contain the only applicable legal basis for the registration and use of the marketplace between influencer, advertiser and Media-Part. Differing, conflicting or supplementary Terms of Advertisers will only be accepted as part of the Terms if Media-Part has explicitly approved their validity.

(3) The mediation of influencers to advertisers by Media-Part and marketplace services do not entail any association in corporate law between the parties.

§ 2 Registration and use of the marketplace

(1) The contract between advertiser and Media-Part is concluded by completing and submitting the relevant registration form and by confirming the e-mail address specified by the Advertiser. By sending the completed registration form, the Advertiser recognizes the validity of these terms in the context of the registration process.

(2) there is no legal right for participation, registration or activation.

(3) All information given by the advertiser must be truthful. The transfer of a marketplace account is only possible if it has been approved by Media-Part in writing.

(4) reasonable modifications of these Terms of Use can be shared with the Advertiser in writing, by fax, or E-Mail. If the Advertiser does not object to these changes within six weeks after receipt of the notification, the changes are considered as accepted.

(5) The Advertiser has to ensure that their user account cannot be used by unauthorised third parties and will enforce all appropriate safeguards to protect the respective passwords and not to pass on the passwords to third parties. The Advertiser is obliged to inform Media-Part immediately if it

becomes aware that their credentials are used by unauthorized parties or that they may be obtained unrightfully.

(6) The Advertiser is required to comply with the applicable rules and laws for using the marketplace and platform. It is the sole responsibility of the advertiser to ensure that the Influencer-Content is legal and does not infringe on third party rights (copyright, trademark law, competition law, etc.) and the principles of proper advertising, especially the flagging of branded content, are observed. The Advertiser is required to impede unauthorized advertising, i.e. spam or malware, sweepstakes, snowball systems or similar activities.

(7) The Advertiser is not allowed to action campaigns based on briefings that have been created through the marketplace or influencers whose details he has received through the marketplace outside of the marketplace. This includes all project-related e-mail communication and agreements between Media-Part and the Advertiser.

(8) If these rules are broken, the advertiser can be excluded from the marketplace by Media-Part with immediate effect.

§ 3 co-operation

(1) After successful registration, the Advertiser has the ability to create briefings to communicate with the influencers and to commission influencer content. The advertiser creates a briefing with the desired content which includes various requirements for the project ("Briefing"). Part of the briefings are both positive requirements and restrictive provisions which must never be violated by the Influencer content ("No-Gos"). The Influencer can reply with a concrete proposal ("Offer"). The Advertiser may accept the Influencer's offer by creating a project contract (Insertion Order, or "IO") between Advertiser and Influencer. The briefing of the Advertiser, the offer of the Influencers and acceptance of the offer by the Advertiser constitute the content of the IO, which is specified as a project summary after the contract has been signed.

(2) By sending the Briefing, the Advertiser does not obtain the right to receive proposals from certain Influencers or a certain number of offers.

(3) If the Advertiser accepts an Influencer's offer within the acceptance period, a project contract between the advertiser and the Influencer is sent. The briefing of the Advertiser and the offer of the Influencers constitute the content of the project contract.

(4) The Influencer-Content offered will be produced by the Influencer according to the content and timing specifications given by the Advertiser in the briefing.

(5) After completion of the Influencer's production, he or she makes the created content available to the Advertiser according to the briefing. The Advertiser then gives expressed approval for the release of the content and it is published on the Influencer's Social Media channels as specified in the IO.

(6) The Advertiser has the right to cancel the production of Influencer-Content at any time. Even after publication of the Influencer-Content, the Advertiser may request the Influencer stop publication or request any form of retrieval.

§ 4 Remuneration

(1) The registration is free of charge for the advertiser. If Advertiser and Influencer agree on a contract (Insertion Order ("IO")) for carrying out a project because the Advertiser accepts an offer from the Influencers, the campaign is subject to a service fee, which is payable by the Advertiser to Media-Part. This service charge is incurred for the use of the platform and the drafting of a contract between Advertiser and Influencer.

Should Media-Part be entrusted by the Advertiser with the entire creation (Influencer research, campaign design, campaign administration, coordination of content and influencers, reporting, etc.), there is no service charge and a separate payment agreement is made between both parties. It is based on the "agency price list".

(2) the Influencer receives a remuneration which is defined by the success of his or her Influencer-Content. The amount of the fee is stated in the project summary. All prices are net prices in Euro, exclusive of VAT, if applicable.

(3) The payment for the production of Influencer-Content is payable at least 3 days before the agreed release date of the first posting for the campaign. If the agreed payment has not reached the Media-Part bank account in this period, Media Part reserves the right to partially or completely cancel the campaign or to move it to another date to be determined in consultation with the Advertiser and the Influencer. Supplementary agreements are only valid if they have been shared in writing (mail).

After signing the IO the Advertiser receives an invoice by Media-Part which includes the resulting compensation. This payment consists of the payment for the production of Influencer-Content by the Influencer and the service fee for the successful brokerage of a project between Influencers and Advertisers or a separate price agreement (§ 4.1). The fee is charged and collected by Media-Part on behalf of the Influencers. The Service Charge on the other hand is incurred for the personal contribution of Medi-Part and is incurred on their own behalf. In both cases, the costs are charged plus VAT if applicable. After full receipt of the payment Media-Part shall transfer the fee to the influencer.

(4) When production of Influencer-Content is cancelled before the completion date, the Influencer receives a payment ("penalty"), based on the estimated range of influencer content. The amount of the cancellation fee arises from the summary report that contain the defined maximum amount that are based on the estimated range of Influencer-Content.

(5) In contrast, the Influencer will not receive any reimbursement if his or her Influencer-Content violates the contracted regulations, especially if it breaches any of the No-Gos defined in the project summary. In a dispute about the presence or absence of a contractual breach or No-Gos the final decision lies with the Advertiser, the decision can be reviewed by a court. Since the campaigns are timed, there are no possibilities for supplementary actions or rectifications.

(6) The aforesaid right according to §5 on non-payment due to breaches of the Influencer-Content or an alleged breach of No-Gos does not exist if the Influencer-Content has been available and not been faulted for 14 days (YouTube) or 3 days (Instagram) after the agreed publication date.

(7) The service charge for Media-Part has to be paid in full even if the production of Influencer-Content was cancelled before or after production and / or release and also if the influencer does not deliver the Influencer-Content according to the briefing.

(8) In the event that Advertiser and Media-Part collaborate for the first time, the Advertiser is obliged to transfer the full invoice amount to the Media-Part bank account in advance. This is done in consideration of paragraph §4.3, which also comes into force if the payment does not reach the account in time.

§ 5 Rights, Privacy Policy

(1) The information personal information stored by the Advertiser will be used in accordance with all legal requirements for data protection legislation, in particular those of the Federal Data Protection Act (Act) and the Telemedia Act (TMG). The personal data supplied by the Advertiser for the negotiation, content creation or modification of the contract (inventory data) are exchanged exclusively for the completion of the contract between the Advertiser, Influencers and Media-Part. It is used for the mediation and utilization of any contractual relationship between Influencers, Advertisers and Media-Part.

(2) The Advertiser grants Media-Part the right to use the campaign as a success case study on the marketplace and to use the company name and project details of the Advertiser.

(3) All contents of the marketplace (texts, images, graphics, etc.) including all software components of the marketplace, in particular the database, are protected by copyright and other intellectual property laws. It is prohibited to reproduce, to copy, to modify and / or edit the marketplace or any of its components.

§ 6 Liability

(1) There are no claims at any time for the continuous availability of the marketplace. Media-Part shall not be liable for technical failures or the availability of the offer, unless an intention or gross negligence of Media-Part can be proven.

(2) Media-Part is entitled to maintenance services of the marketplace and will endeavour to minimize disruption of the accessibility limitations and usability of the marketplace at all times.

(3) Media-Part is not liable for any claims other than loss of life, body and health damages unless these are caused by intentional or grossly negligent acts or breach of an essential contractual obligation (so-called "Cardinal obligation"; i.e. an obligation whose fulfillment makes the proper execution of the contract possible and whose observance by Media-Part and its agents is essential for the partner.

(4) Any further liability for damages is excluded. In particular, the loss of profits, indirect damages and other financial losses if they are not caused by negligence. The provisions of the Product Liability Act remain unaffected; unlimited liability for fraudulent concealment of a defect, for an explicitly guaranteed quality as well as for personal injury remains intact.

(5) If Media-Part negligently violates an essential contractual obligation, the obligation to pay compensation is limited to the maximum amount of EUR 50.000,00.

(6) Media Part shall not be liable for any loss of data if the damage would not have occurred if proper data security had been applied by the Advertiser. A proper data backup can be assumed if the Advertiser secures the databases at least once a day in a machine-readable form, thereby ensuring that this data can be restored with reasonable effort. Liability of Media-Part for the loss of data is limited to the typical cost of restoration that would have occurred with data backup.

(7) The advertiser is not allowed to use any punishable or illegal measures in the production or briefing of Influencer-Content, this includes in particular content that is pornographic, harmful to minors, inciting, infringing, offensive towards competitors, indecent, offensive or extremist. In addition, the Advertiser will adhere to the relevant and applicable regulations of the respective

platform – especially community guidelines, technical guidelines and the advertising policies and the principles of the media authorities for proper advertising especially the regulations regarding branded content. Influencer and advertisers are solely responsible for ensuring that the relevant influencer-Content complies with the conditions of use of each platform and the applicable law.

(8) The Advertiser releases Media-Part from all claims of third parties, in particular those which arise from the Advertiser through a violation of copyright law, trademark law, competition law, media law or other contractual obligations.

(9) Media-Part is not liable for any breach of the obligation regarding the returns of VAT resulting from tax charges, any interest or other consequential damage, provided this it is based on lack of or incorrect information of Influencers.

(10) Media-Part is only responsible for the mediation between Influencers and Advertisers. Media-Part is not responsible for the Influencer-Content, briefings and offers. Media-Part is not obliged to review the Influencer-Content and therefore accepts no responsibility for the accuracy of the Influencer-Content or Advertiser data, for example qualification, information on the identity, bank details etc. Media-Part is not responsible for reviewing whether the material created by the Influencer meets the requirements of the briefing.

(11) Should it be agreed in the IO that Media-Part takes over the creation, implementation and reporting of the campaign, then Media-Part is responsible for the Influencer-Content, briefings and deals. However, Media-Part is not obliged to review the Influencer-Content after its creation and therefore accepts no responsibility for the correctness of the created Influencer-Content and presents the content produced to the Advertiser for final approval. After approval by the Advertiser the content can be released on the defined channels.

§ 7 Confidentiality

(1) The Advertiser is obliged not to disclose any information about briefings and information about the production of Influencer-Content. This includes all information that is communicated through the platform. This includes the amount of remuneration or royalty rates that are payable to the Influencer and his or her work on the agreed platform and confidential information about Media-Part.

(2) The Advertiser is forbidden to disseminate this information on the Internet, especially in so-called social networks, or to announce or publish it in any other form.

(3) This does not include

a. information that was publicly known before the confidentiality agreement,

or

b. are generally known

or

c. have been shared with the Advertiser by a third party which is not bound by the confidentiality agreement

or

d. have to be made available by rules of public authority

or

e. if Media-Part has specifically approved their publication in writing.

§ 8 Final provisions

(1) The place of execution, payment and delivery is the Media-Part headquarter.

(2) The only applicable law is the law of the Federal Republic of Germany under exclusion of international privacy laws, and excluding UN- Sales Conventions on the International Sale of Goods (CISG)

even if a one of the parties' headquarters is based abroad.

(3) The exclusive jurisdiction for all disputes arising from the contractual relationship with the Advertiser is Hamburg.

(4) The law of the Federal Republic of Germany as well as the exclusion of private international law and the UN Sales Convention on the International Sale of Goods (CISG) is also applicable for any agreements between the Influencers and Advertisers with one another. Influencer and Advertisers are allowed to negotiate different terms separately.

(5) Should a provision of these terms and conditions be or become void in whole or in part, then this does not affect the validity of the remaining provisions. The invalid or unfeasible provision or open loophole will be replaced by another appropriate provision.

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