



## **SOCIAL TALENT USER GENERATED CONTENT TERMS\_May 27, 2024**

Welcome to our websites, platform and mobile apps (“Sites”) where you can post your reviews of products/services, comments, feedback, pictures, images, videos, documents, presentations and/or any other content (“User Content”). These User Generated Content Terms (the “UGC Terms”) apply to all User Content posted to any of our Sites and supplements your underlying agreement with us covering your use of the Services that we offer. Please read these UGC Terms carefully. By posting User Content to our Sites, you acknowledge that you have read, understand, and agree to these UGC Terms. If you do not agree to these UGC Terms, please do not use the Sites to post any User Content. We may remove User Content from the Sites at any time, and at our sole discretion.

From time to time, there may be additional terms and conditions applicable to some of the Sites. In such cases, those additional terms and conditions will also apply to your use of those portions of the Sites. References to “our”, “we”, “us”, or “Company” means Social Talent Limited.

### **1. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SITES**

#### **REGISTRATION**

You need to be at least 18 years old to post User Content on any of our Sites. You will have to create an account with us which includes a unique username and a password to access the Site and to receive messages from us. You are solely responsible for your account, keeping your username and password safe, and the activity that occurs while signed in to or while using your account. You agree to notify us immediately of any unauthorized use of your password and/or account. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your username, password and/or account.

#### **USE RESTRICTIONS**

You agree that you will not under any circumstances:

- post any User Content that infringes an intellectual property, privacy, or other rights of a third party
- collect or harvest any personal information of any user of the Site
- distribute/share any part of the Site without our prior written permission
- use the Sites for any unlawful purpose or for the promotion of illegal activities
- attempt to, or harass, abuse, defame or harm another person or group
- use another user’s account without permission
- intentionally allow another user to access your account

- provide false or inaccurate information when registering an account
- interfere or attempt to interfere with the proper functioning of the Sites
- make any automated use of the Site or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure
- bypass any robot exclusion headers or other measures we take to restrict access to the Sites, or use any software, technology, or device to scrape, spider, or crawl the Sites or harvest or manipulate data
- circumvent, disable or otherwise interfere with any security-related features of the Sites or features that prevent or restrict use or copying of User Content, or enforce limitations on use of the Sites or the User Content accessible via the Sites, and/or
- publish or link to malicious User Content of any sort, including anything intended to damage or disrupt another user's browser or computer.

The following data is deemed to be sensitive data, there is no requirement to share this information, we wish to respect your privacy and we do not want to receive sensitive data, please do not upload:

- personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;
- trade-union membership details;
- genetic data, biometric data processed solely to identify a human being;
- health-related data;
- data concerning a person's sex life or sexual orientation.

We may suspend and/or terminate your account if you violate any of the rules above.

## **POSTING AND CONDUCT TERMS AND RESTRICTIONS**

In addition to your use of our Sites, you will follow the rules below when posting any User Content:

- If you are posting User Content on behalf of someone else, you represent and warrant that you are authorized to accept these UGC Terms on behalf of such person or entity
- You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Sites
- You agree that we are only acting as a passive conduit for your online distribution and publication of User Content.
- You will not post any User Content that is malicious, libelous, false, misleading, or inaccurate
- You will not post any User Content that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive
- You will not impersonate anybody
- You retain all ownership rights in your User Content but you are required to grant certain rights to us as set out more fully under the "License Grant" section below
- You will not submit any User Content that is copyrighted by or subject to third party intellectual property or proprietary rights, including privacy, publicity, trade secret, or other

rights, unless you are the owner of such rights or have the appropriate permission from their rightful owner to post such User Content

- You will disclose any paid endorsements or anything of value for which you received from a brand or from us and/or any relationship or affiliation with a brand or with us

You understand and agree that any liability, loss or damage that occurs as a result of the User Content that you post is solely your responsibility. We are not responsible for any public display or misuse of the User Content. As we may use User Content you submit for our advertising purposes including reposting to any of the Sites, we suggest you refrain from sharing any personal information or anything you would not want others to know. Please note that we do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor, and/or record your interactions with the Sites or with other users of the Sites. You hereby agree that we have the right to determine, at our sole discretion, whether the User Content you submit are appropriate and comply with these UGC Terms, remove any and/or all of your submissions, and terminate your account with or without prior notice

#### **SOCIAL TALENT DISCLAIMER**

Opinions, advice, statements, feedback, comments or other information or content made available as part of the User Content posted on any of the Sites are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such User Content.

We do not guarantee the accuracy, completeness, timeliness, and/or usefulness of any information included in the User Content posted on the Sites nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, statement, feedback, or comment made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Sites. Under no circumstances will Social Talent be responsible or liable for any loss or damage resulting from anyone's reliance on information included in any User Content or other components of the User Content posted on the Sites, or transmitted to users.

Though we strive to enforce these UGC Terms, you may be exposed to User Content that is inaccurate, misleading, or objectionable when you use or access the Sites. We have no obligation to, monitor any User Content posted on the Sites and/or to limit or deny a user's access to the Sites or take other appropriate action if a user violates these UGC Terms or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. However, Social Talent shall have the right to remove any User Content that in its sole opinion violates, or is alleged to violate, the law or these UGC Terms or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under the applicable federal, state, and local law. If you become aware of a misuse of our Sites or violation of these UGC Terms, please contact our Customer Service Center at [support@socialtalent.com](mailto:support@socialtalent.com) & [legal@socialtalent.com](mailto:legal@socialtalent.com).

## **LINKS TO OTHER SITES AND/OR MATERIALS**

As part of the Sites, we may provide you with convenient links to third party website(s) (“**Third Party Sites**”) as well as content or items belonging to or originating from third parties (the “**Third Party Content**”). These links are provided as a courtesy to those who post User Content on our Sites. We have no control over Third Party Sites or Third Party Content, or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Content. Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, timeliness, or completeness, and we are not responsible for any Third Party Sites accessed through any of our Sites or any Third Party Content posted on, available through or installed from the Sites. While we may include, link to or permit the use or installation of any Third Party Site or any Third Party Content, this does not imply our approval or endorsement. If you decide to leave the Sites and access the Third Party Sites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies, including these UGC Terms, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Sites or relating to any applications you use or install from the Third Party Site.

## **TERMINATION OF ACCOUNTS FOR REPEATED OFFENDERS, COPYRIGHT COMPLAINTS, COPYRIGHT AGENT, COUNTER NOTICES**

(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users of the Sites do the same. We may terminate the accounts of users of the Sites who repeatedly provide or post User Content that include protected third party copyrighted content, images, photos, music and/or materials without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Sites infringe upon your copyrights, you may submit a notification to us by sending an email to [legal@socialtalent.com](mailto:legal@socialtalent.com), including the following:

- Your name, physical address, telephone number, and email address;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the applicable Site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that any User Content created on another website, mobile app and/or social media platform but featured on our Sites will be governed by our takedown process described above, but to remove such User Content in its entirety, you will need to contact the operator of such other website, mobile app, or platform.

#### **DISABLEMENT OF UPLOADING USER CONTENT FEATURE**

Social Talent may elect to disable this feature for any reason and without notice in its sole discretion.

#### **OFFBOARDING OF USERS**

On termination or expiry of User access to any of our Sites for any reason, access to the Sites shall be terminated with immediate effect and at Social Talent's sole discretion and without Social Talent liability of any kind.

#### **TRADEMARK INFRINGEMENT COMPLAINT**

If you believe that someone is infringing on your trademark, first consider reaching out to the alleged infringer to resolve the issue. If that fails, then you may submit a complaint to [legal@socialtalent.com](mailto:legal@socialtalent.com) sending an email to including the following:

- Your name, physical address, telephone number, and email address;
- The full name of the trademark owner and your relationship to the owner (e.g., attorney, agent, employee);
- A description of your trademark (if a logo, an image of the logo), the country in which the trademark is registered, registration number, and a description of the goods/services relating to the trademark;
- The URL of the infringing User Content;
- A brief description of why you believe that the usage constitutes infringement of your trademark;
- A statement that you have a good faith belief that the usage is likely to cause confusion, is not authorized by the trademark owner or its attorney/agent, and is not otherwise permitted under the applicable law;
- A statement under penalty of perjury that the information you provide is accurate and that you are the trademark owner or are authorized to act on behalf of the trademark owner; and
- Your electronic signature.

We may terminate access for participants or users who repeatedly provide or post User Content that includes trademarks owned by others and used without necessary rights and permissions.

#### **LICENSE GRANT**

By posting any User Content via the Sites, you expressly grant, and you represent and warrant that you have a right to grant, to Social Talent Limited a royalty-free, sublicensable, transferable, assignable, unlimited, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, copy, modify, publish, adopt, edit, translate, distribute, publicly perform, publicly display,

and make derivative works of all such User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Sites and/or for any purpose as deemed necessary by the Company.

## **INTELLECTUAL PROPERTY**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Sites, including applicable copyrights, trademarks, and other proprietary rights. Other product and company names that are mentioned on the Sites may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these UGC Terms.

## **FEEDBACK**

Any comments or materials that you submit to us, including, without limitation, any questions, comments, suggestions, and/or other feedback about us, our products and services, or any of the information on the Sites ("**Feedback**") will be considered to be non-confidential and non-proprietary. We are free to use and disclose, with no compensation to you, any ideas, concepts, know-how, techniques, methods or methodologies contained in any such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and/or services incorporating such Feedback.

## **YOUR CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

For transactional or informational purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted to us; (b) agree that these UGC Terms and any other agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing; and (c) consent to us using feedback tools such as online surveys etc to gather your views.

## **WARRANTY DISCLAIMER**

THE SITES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITES WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR POSTING OF FILES, INFORMATION, USER CONTENT AND/OR OTHER MATERIALS ON TO THE SITES. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITIES**

EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITES, THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, AND/OR YOUR INABILITY TO POST ANY USER CONTENT ON THE SITES, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF THE USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITES; (C) THE SITES GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH US OR WITH ANY OTHER USER OF THE SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

### **MODIFICATION OF UGC TERMS**

We can amend these UGC Terms at any time and will update these UGC Terms in the event of any such amendments. It is your sole responsibility to check the Sites from time to time to view any such changes in these UGC Terms. Your continued use of the Sites or posting User Content on the Sites signifies your agreement to revised UGC Terms. For this additional reason, you should keep your contact and profile information current. Any changes to these UGC Terms (other than as set forth in this provision) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our authorized representatives. No purported modification of these UGC Terms by you via telephonic or email communications shall be valid.

### **GENERAL TERMS**

If any part of these UGC Terms is held or found to be invalid or unenforceable, the remaining portions of these UGC Terms will remain in full force and effect. Any failure on our part to enforce any provision of these UGC Terms will not be considered a waiver of our right to enforce such provision.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is permanently barred.

These UGC Terms, your use of the Sites and your posting User Content on the Sites are governed by the laws of Ireland, without regard to conflict of law provisions.

We may assign or delegate these UGC Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these UGC Terms or Privacy Policy without our prior written consent, and any such purported unauthorized assignment or delegation by you is void.