

Terms and conditions

These general terms and conditions ("Terms") regulate your access to and use of applications, websites, content, products and services (the "Platform"), which are made available by DreamInfluencers, Øster Allé 48, 4. tv (niveau 5), 2100 København Ø, VAT no. DK38693360 ("DreamInfluencers").

The Terms apply unless expressly waived or modified by other written agreements.

1.2 According to these Terms, the following words and phrases shall mean:

1. "Campaign" means i) the individual collaboration between an influencer and a company, including any task, project or job that the Company offers to the Freelancers using the Platform.
2. The "Influencer", the person who, when creating an account with DreamInfluencers, must represent the companies and campaigns they are part of and have joined for a specific remuneration.
3. "Company" means the user who creates a company profile for the purpose of offering a campaign to Influencers using the Platform.
4. The "platform" is the user interface on which influencers and companies can log in and set up campaigns and thereby enter into collaborations with each other.
5. The "collaboration" involves agreements and communication that are agreed upon between the influencer and the company through the platform.
6. "The product" means the service Dreaminfluencers provides and facilitates in the form of influencer marketing to companies for subscription payments and tailor-made one-off payments, respectively. The product is a platform that connects companies and influencers. On the platform, a company can create campaigns that are accessible to all affiliated influencers that are part of their team. When setting up a campaign, companies must describe their campaign, as well as what they offer influencers. In addition, they must state what they expect from their collaboration with the individual influencer as well as the remuneration provided to the influencer in connection with the campaign.

1. USAGE

The following terms and conditions apply to all customers' use of DreamInfluencers platform, offers, deliveries and other services unless expressly waived by other written agreements between the parties. In these terms and conditions, "company" or "customer" is used about the company or companies that act as customers in relation to DreamInfluencers. The word "influencer" is also used about the other party of the users who are set up on the platform. DreamInfluencers platform is hereinafter referred to as "the platform" or "the product".

3. PRICING

Dreaminfluencers offers various package solutions. The prices in force at any given time appear on the website. DreamInfluencers reserves the right to adjust the prices in force at any time. If prices change, companies will be notified in advance. All prices are stated exclusive of VAT and in Danish kroner or EUR.

4. PAYMENT

4.1. Payment card

DreamInfluencers receives payment via Visa / Credit Card and MasterCard. Payment for standard subscription solutions can only be made by card payment. To handle these payments, we use payment service providers, such as Stripe and Fenerum.

The company will receive a monthly receipt for the subscription solution in question.

The processing of payments in connection with your use of the platform is, in addition to these terms, subject to the terms, conditions and privacy policies of the payment service provider and your payment card issuer. DreamInfluencers is not responsible for any errors, omissions or delays on the part of the payment service provider or payment card issuer.

4.2. Bank wire

We only offer this form of payment by prior arrangement.

Payment by Danish bank transfer must be made to:

- *Registration no.: 7854*
- *Account no.: 0003869388*

Payment by foreign bank transfer must be made to:

- *IBAN: DK9378540003869388*
- *SWIFT: JYBADKKK*

4.3. Payment by invoice

We only offer this form of payment by prior arrangement.

The company will receive a monthly receipt for the subscription service in question. The receipt will be sent by email. If the company's payment card should expire and the payment can therefore not go through, the company will receive an email about this, which is sent to the company's informed email. This email address can always be changed inside the platform.

5. RIGHT OF WITHDRAWAL

There is no right to withdraw.

6. TERMINATION OF COOPERATION

A company can only terminate the collaboration and any subscription agreements by actively unsubscribing from the DreamInfluencers platform at its normal login.

For shorter subscriptions of one month, the company can terminate the cooperation with one month's notice.

The customer's subscription is automatically renewed until this is actively terminated by the company itself or by DreamInfluencers.

Furthermore, the collaboration can be terminated if the company acts unethically, cf. more about this in section (11. Ethics).

8. INTELLECTUAL PROPERTY RIGHTS

Companies may not, without prior consent, use DreamInfluencers 'trademark and material covered by DreamInfluencers' copyright, e.g. software solutions from the website.

DreamInfluencers reserves the right to use the following for its own marketing and PR purposes:

- companies' campaign material, which is the product of a collaboration between the company and an influencer,
- the company's description of the campaign on DreamInfluencers' platform, and
- anonymized data generated through the software on DreamInfluencers' platform.

9. PERSONAL DATA

DreamInfluencers processes personal information about customers' contacts in accordance with applicable data protection laws and our privacy policy, which is available on our website.

10. DISCLAIMER

DreamInfluencers simply mediates contact between an influencer and a company. DreamInfluencers is not part of any agreement between an influencer and a company. DreamInfluencers can thus under no circumstances be held liable in connection with any discrepancies between the influencer and the company.

DreamInfluencers may under no circumstances be held liable for operating losses, profit losses, consequential losses, indirect losses, damages, indirect damages, consequential

damages or other indirect losses and damages that may arise from the use of DreamInfluencer's platform, or obstruction of access to it. Coverage and delivery of services or products thus take place only between influencer and company, and any discrepancies must thus be resolved in connection with normal principles between influencer and company. DreamInfluencers cannot be held liable for operating losses, profit losses, consequential losses, indirect losses, damages, indirect damages, consequential damages or other indirect losses and damages to the user or supplier in the connection between the parties' agreement. This means that DreamInfluencers, for example, cannot be held responsible for influencers entering into collaboration agreements with other companies.

In special cases where it is expressly agreed between DreamInfluencers and the company, DreamInfluencers can assist with the management of the customer relationship between the company and the influencer. However, this does not mean that DreamInfluencers can be held liable for any losses.

Any information provided by DreamInfluencers may not replace legal advice.

11. ETHICS

DreamInfluencers reserves the right to change, modify and remove information for the platform and to prevent users from accessing it. Furthermore, DreamInfluencers reserves the right to reject campaigns on the platform if DreamInfluencers considers collaboration to be ethically reprehensible or contrary to applicable law and administrative practice of public authorities. This reservation includes, but is not limited to, for example, advertisements aimed at minors, advertisements for services, products and the like, which in DreamInfluencer's judgment are deemed to be ethically unsound and/or harmful to health, including (examples of campaigns that contravene DreamInfluencer's guidelines: plastic surgery, weight loss by pills, etc.). The examples mentioned are not exhaustive.

12. FORCE MAJEURE

Neither party to this Agreement shall be liable for any errors or delays in the performance of its obligations, where such errors or delays are due to any cause beyond the reasonable control of this Party. Such causes include, but are not limited to, power outages, failure of Internet connection due to the ISP, strikes, riots, fire, flood, storms, earthquakes, terrorist acts, acts of war, government intervention or any other event beyond the control of that party.

13. CHOICE OF LAW AND JURISDICTION

Any dispute between DreamInfluencers and the Company shall be settled in accordance with Danish law. However, the aforementioned choice of law rule does not include the rules of private international law of Danish law.

Any disputes between the company and DreamInfluencers must be decided by the City Court in Copenhagen as the proper venue in the first instance. Regardless of the above, DreamInfluencers can always choose to sue the Company at its home location.

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The terms were last amended on 7. February 2024