



Terms of Service – Influencers

Please read these terms carefully before applying to be an influencer

1. Acceptance of Agreement

By applying to be an Influencer, you confirm that you have read, understand, accept and agree to comply with and be bound by the terms outlined in: i) this Influencer Terms of Use Agreement; ii) our Terms of Website Use; iii) our Privacy Policy and iv) our Cookie Policy (together the “Agreement”). If you do not agree to the terms set out in the Agreement, you should not apply to be an Influencer. We recommend that you print a copy of the Agreement for future reference.

Terms used in our Terms of Website Use, Privacy Policy and/ or Cookie Policy shall have the same meaning when used in these terms.

We amend these terms from time to time. Please check these terms each time you wish to apply to be an Influencer and/ or participate in a Campaign to ensure you understand the terms that apply at that time.

2. Eligibility and Campaign Instructions

You may apply to use the Service through the Site.

We will evaluate your application to receive the Service and become an Influencer and will notify you if your personal blog or social media account detailed in your application (“Blog”) is deemed by us (in our sole discretion) to be suitable for the Service.

Any Blog containing pornographic, violent or illegal material will not be permitted to use the Service.

You agree to allow us access to your Blog in order to evaluate your application and, if your application is successful, receive the Service. We will not interfere with or edit your Blog.

If you wish to use the Service on any additional Blog(s) or social media account(s) (other than those detailed in your original application), you must obtain our prior written consent.

Upon your successful registration as an Influencer, we will provide to you via the Starflow Influencer Dashboard or via email offers of advertising assignments related to Campaigns in which you may participate (“Assignments” and each an “Assignment”). Specific details of each Assignment, outlining what you need to do to participate in a Campaign, the type of content to be created and/ or posted (which may be text, imagery, a flash ad, physical event, HTML ad or video or any combination of the same), details of where, when and for how long the content should be posted and the amount payable to the Influencer (or goods to be provided in lieu of payment) for the Assignment will be detailed in instructions provided to the Influencer in relation to each Assignment (each a “Campaign Instruction”).

Please note that we are under no obligation to provide any Influencer with one or more Assignments and registration for our Service is not a guarantee that Assignments will be offered to you.

If we offer you an Assignment and you accept it via the Starflow Influencer Dashboard or via email, you will be bound by the terms of the Assignment, the Campaign Instruction and this Agreement.

We reserve the right, and you hereby acknowledge such right, without notice or liability to withdraw any Assignment previously offered to you and/ or to make reasonable amendments to the terms of an Assignment and/ or any Campaign Instruction after acceptance by you.

3. Warranties and Undertakings

You warrant and undertake that: (i) you are over 18 years of age; (ii) you have full authority to enter into this Agreement and to grant the consents and assign and grant the rights herein expressed to be granted and assigned, free from encumbrances and third party rights; (iii) all content you post in relation to any Assignment including but not limited to text, photographs, original artwork or videos (“Influencer Content”) will (save for any content provided by us to you) be original and created by you for the specific Assignment; (iv) you will not accept any Assignment or participate in a Campaign if you have promoted (in any media including by public comment or social media post) a competing brand of products or services to that promoted in the Assignment (“Competitor”) within the period of thirty (30) days prior to the date on which Influencer Content is to be posted (as set out in the Campaign Instruction) and you will not promote (in any media including by public comment or social media post) any Competitor during the period of thirty (30) days from the date on which Influencer Content has been removed by you in accordance with a Campaign Instruction; (v) you are exclusively entitled to give all assurances, confirmations, waivers and agreements herein to enable us (and/ or our Clients, group companies, partners, affiliates, contractors and/ or agents) to exploit the Influencer Content without making any further payment other than as expressly set out herein; (vi) unless otherwise agreed by us, you will procure that Influencer Content in relation to any Assignment will remain live on your Blog (as identified in the Campaign Instruction) for a period of thirty (30) consecutive days from initial posting (vii) you will not at any time make any disparaging, defamatory or derogatory statement about or do anything detrimental to the reputation or business of us, any Campaign, our Clients (including the products or services of any of our Clients) or our group companies, partners, affiliates, contractors and/ or agents; (viii) Influencer Content will not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor will it contain any obscene, profane, blasphemous, libelous, threatening, pornographic, bullying, harassing, hateful, racially or ethically offensive or defamatory matter, nor will it incite or encourage criminal or illegal activity; (ix) Influencer Content and your use of the Service will be compliant with all applicable laws and regulations; (x) use of the Influencer Content by us, our Clients (including but not limited to in any Campaign), group companies, partners, affiliates, contractors and/ or agents will not infringe the rights of any third party (and you agree that you shall immediately inform us if you become aware of any such claim); (xi) you will not, without our prior written consent, promote (in any media including by public comment or social media post) or work directly with any company, brand or entity on any Campaign previously presented to you by us; (xii) you have at least 5,000 real followers of your Blog (meaning for the avoidance of doubt user accounts where there is an actual person behind the account who has not been bribed to follow your Blog) and you will take all reasonable measures to ensure that all followers of your Blog are real followers; and (xiii) you will use the hashtag #ad or #sponsored on all Influencer Content in order to disclose brand co-operation.

You hereby agree to comply with our reasonable instructions and/ or the reasonable instructions of our Clients, group companies, partners, affiliates, contractors and/ or agents in relation to any Assignment, Campaign or any Influencer Content. You agree to immediately on our request, or on the request of our Clients, remove any Influencer Content which does not comply with the terms of this Agreement or which is otherwise inappropriate (in the reasonable opinion of us or our Clients).

4. Payment for participation in Campaigns

Subject to you not being in default of this Agreement, you will be paid the relevant amount for the Campaign as stated in the Campaign Instruction (the "Fee") in settlement in full for the Assignment and the rights granted by you pursuant to this Agreement. The Fee will be paid within thirty (30) days of completion of an Assignment in accordance with the relevant Campaign Instruction to the payment account you provide to us. You are responsible for ensuring that your account details are correct and we will not be under an obligation to make a further payment if the details you provide to us are incorrect. We will not be liable for any fluctuations in exchange rates nor any transaction costs incurred in the use of PayPal or any other means of payment.

5. Intellectual Property Rights

You acknowledge and agree that, unless otherwise agreed in writing by us, we have the exclusive right, title and interest in and to and shall be the sole owner of all intellectual property rights in Influencer Content created and/ or posted by you on your social media accounts in relation to any Assignment or Campaign. You agree that all Influencer Content posted by you shall be treated as a work made for hire under the Copyright, Designs and Patents Act 1988 ("CDPA"), but to the extent it is not deemed to be a work made for hire, you agree to and hereby do assign to us all of your present and future worldwide right, title and interest in and to such Influencer Content (such assignment to become effective immediately on creation of the Influencer Content). You agree to execute all such documents and take all such action as we may reasonably request to protect the Influencer Content and/ or give effect to the terms of this clause.

You hereby waive in our favour (and in the favour of our Clients, group companies, partners, affiliates, contractors and/ or agents) and all our (and their) assignees and successors in title all moral rights in the Influencer Content to which you may be entitled under the CDPA as amended for time to time and you acknowledge that we shall have the right to use the Influencer Content for any purpose (and to licence such use to third parties including our Clients). We hereby grant to you a non-exclusive licence to retain the Influencer Content on your Blog for the duration of the Assignment (subject to earlier termination of this Agreement and/ or the Assignment).

You agree that you shall not at any time, directly or indirectly, take any act or step or make any omission, impairing the Influencer Content or the goodwill attached thereto or do, or fail to do, anything that may otherwise adversely affect the Influencer Content and all goodwill attached thereto.

You shall promptly notify us of any improper or wrongful use of the Influencer Content of which you become aware.

You shall, upon our reasonable request, cooperate with us in any action which we (or our Clients) deem necessary or desirable to register, protect or otherwise maintain the validity of any intellectual property rights in the Influencer Content.

You shall, upon our reasonable request, cooperate with us in any action which we (or our Clients) deem necessary or desirable to register, protect or otherwise maintain the validity of any intellectual property rights in the Influencer Content.

You hereby grant to us a non-exclusive, perpetual, irrevocable and royalty free licence to use, solely in connection with the Campaign, your name, image, character, likeness and/ or signature.

You acknowledge and agree that we (or our licensees) own, solely and exclusively, all intellectual property rights in our Service, the Site, the App and the Starflow trade mark and that your use of our Service, the Site and/ or the App does not grant to you any rights of ownership of our Service, the Site, the App and/ or the Starflow trade mark.

In relation to each Assignment, you will be granted a limited, non-exclusive, royalty free, non-transferable and non-sublicensable licence during the term of the Assignment only to use, solely in connection with the Assignment and subject to any restrictions detailed in the Campaign Instruction, the intellectual property rights of our Client relevant to the Campaign (as detailed in the Campaign Instruction) ("Client IP"). You hereby acknowledge that our Client owns all right, title and interest in and to the Client IP and you shall not acquire any proprietary rights therein. All and any goodwill arising from your use of the Client IP shall enure to the benefit of our Client.

6. Confidentiality and Announcements

You undertake to keep confidential the existence of and the terms of this Agreement and any information of which you become aware by virtue of this Agreement or any Assignment or Campaign Instruction relating to any Campaign or to us, our Clients, our group companies, partners, affiliates, contractors and/ or agents (or the clients, customers, business, business plans or affairs of us or any of our Clients, group companies, partners, affiliates, contractors and/ or agents) which is proprietary and confidential to us or our Clients, group companies, partners, affiliates, contractors and/ or agents ("Confidential Information").

Confidential Information shall exclude information which: i) at the time of receipt by you is in the public domain; ii) subsequently comes into the public domain through no fault of you; iii) is lawfully received by you from a third party on an unrestricted basis; iv) is already known to you before receipt; or v) is required to be disclosed by law, regulation or order of competent authority, provided that you give to us (to the extent you are legally able) reasonable advance notice of the intended disclosure.

7. Status

You agree that during the course of this Agreement and for all purposes whatsoever, you are and will at all times be an independent contractor. You acknowledge and agree that you are not and will not be an employee of us (or of our Clients, group companies, partners, affiliates, contractors and/ or agents) and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between us and you.

You are not authorised to make any representation, contract or commitment on our behalf (or on behalf of any of our Clients, group companies, partners, affiliates, contractors and/ or agents) unless expressly requested in writing to do so by us.

You shall be solely responsible for the payment of and shall pay any and all taxes and other payments payable on account of the Fee ("Tax Payments").

8. Indemnity

You hereby indemnify us and our Clients, group companies, partners, affiliates, contractors (excluding you) and/ or agents (together the “Indemnified Parties”) and agree to keep the Indemnified Parties indemnified against all actions, losses, demands, proceedings, losses, charges, costs (including reasonable legal costs), claims and damages whatsoever incurred by or awarded against the Indemnified Parties and compensation agreed by the Indemnified Parties in consequence of any breach or non-performance by you of any provision of this Agreement, including but not limited to the warranties and undertakings set out in clause 3 of this Agreement and any failure by you to make any Tax Payments.

9. Limitation of liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We provide our Service and Assignments to you on an “as is” basis and, to the fullest extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to this Agreement, our Service, the Site, the App (or any content on them) or any Assignment or Campaign Instruction.

We provide no warranty that your application to become an Influencer will be successful, that if you are accepted as an Influencer that you will be offered an Assignment, or that you will ever be offered an Assignment that you wish to accept.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Service, the Site and/ or the App;
- any errors or omissions on the Site, the App or in the Assignment or the Campaign Instruction or the providing of any of the foregoing to you;
- the unavailability or interruption of our Service, the Site, the App or any Assignment or Campaign Instruction; or
- use of or reliance on any content displayed on our Site, the App, any Assignment and/or any Campaign Instruction.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Our aggregate liability in connection with the Site, the App, our Service and any Assignment and/ or Campaign Instruction shall not exceed USD 100 and that amount shall be in lieu of all other remedies which you may have against us, our Clients, our group companies, partners, affiliates, contractors and/ or agents.

In the event of a breach by us of this Agreement, you confirm that the recovery of damages (if any) would be an appropriate remedy and you shall not try to injunct or stop the release or distribution of the Influencer Content in any Campaign or otherwise.

10. Term and Termination

This Agreement will commence when you submit your application to become an Influencer and/ or use the Service.

This Agreement and any Assignment may be terminated immediately at any time by us or you by written notice. If you terminate this Agreement and/ or any Assignment before its completion in accordance with the Campaign Instruction, you shall not be entitled to receive the Fee (or any part of it) for such Assignment. If we terminate this Agreement before the completion of an Assignment, you will, provided only that you are not in breach of this Agreement and have fully complied with the Campaign Instruction, be paid on a pro rata basis for work undertaken.

On termination of this Agreement, all rights granted to you under this Agreement (including your right to use our Service, the Site, the App or Client IP) shall immediately cease and you must immediately remove or delete the App from all devices then in your possession, custody or control. You shall immediately remove from your Blog all Influencer Content and shall, at our written request, destroy any and all information and/ or materials in your possession that comes from use of the Service.

Termination of this Agreement shall be without prejudice to our rights and remedies accrued in connection with this Agreement prior to the date of termination.

You acknowledge that the provisions of clauses 3, 5 and 6 shall remain in force notwithstanding the termination of this Agreement.

11. Your Personal Information

Our Privacy Policy [starflow.com/legal/privacy-policy] sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Service, the Site and/ or the App you consent to such processing and warrant that all data provided by you is accurate and true.

By using our Service, the Site and/ or the App, you agree to us listing and presenting information to advertisers about you as an Influencer on our platform (including but not limited to the number of followers of your Blog and details of your previous Assignments).

12. Assignment

You acknowledge and agree that we shall have the right to assign our rights or obligations hereunder and/ or to grant sub-licences of our rights including to our Clients. You shall not assign or sub-contract any of your rights or obligations under the Agreement or in any Assignment without our prior written consent.

13. Entire Agreement

The Agreement incorporating these terms constitutes the entire agreement between us and you in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

14. Waiver

Any waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless in writing. No failure or delay by us in exercising any right, power or remedy with respect to any of our rights under this Agreement shall operate as a waiver thereof.

15. Severability

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected.

16. Notices

Notices required to be given under this Agreement may be delivered by hand, prepaid first class post or email to the recipient at its registered address or email as notified from time to time to the sender by the recipient.

Notices shall be deemed to have been given and served: i) if by hand, at the time of delivery; ii) if by prepaid first class post, 48 hours from the time of posting; or iii) if by email, at the time of sending if sent on a business day before 5:00pm or at 10:00am on the next business day in all other cases.

17. Applicable law

You agree that our Agreement shall be construed in accordance with Swedish law and shall be subject to the exclusive jurisdiction of the court of Sweden.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

Company Name: Starflow AB
Organisation number: 556991-9375
Street: Jungfrugatan 4
Zip Code: 114 44
City: Stockholm
Country: Sweden
Email: legal@starflow.com

