

Creator Platform Agreement

COLLABOR TECHNOLOGIES LTD

Company number 16888312 | Registered in England and Wales

Last Edited 1 September 2026

Agreement

This Creator Platform Agreement (Agreement) is between COLLABOR TECHNOLOGIES LTD, a company incorporated in England and Wales with company number 16888312 and registered office at Egerton Mill, 25–27 Egerton Street, Chester, United Kingdom, CH1 3ND (Collabor, we, us or our), and the person or legal entity identified during creator registration (Creator, you or your).

By creating a Creator Account, clicking to accept this Agreement, accepting or activating a Campaign, connecting a payout account, submitting Deliverables or otherwise using the Platform, you agree to be bound by this Agreement. If you accept for a company or other entity, you confirm that you have authority to bind it.

1. Definitions and interpretation

“Brand” means a brand, advertiser, agency or other business using the Platform to engage Creators. An agency may act for a client but remains responsible under its Brand Platform Agreement unless Collabor agrees otherwise.

“Brand Contract” means any agreement directly between a Brand and Creator for a Campaign, including a campaign brief, statement of work, insertion order or uploaded creator services agreement.

“Campaign” means a creator marketing opportunity, project or engagement created, negotiated, administered or recorded through the Platform.

“Creator Account” means the account through which a Creator accesses the Platform.

“Creator Balance” means the informational ledger balance displayed on the Platform representing amounts credited following a Release Event, subject to reversals, reserves, this Agreement and Payment Provider Terms. It is not a bank account, deposit or savings product.

“Creator Fee” means the gross amount agreed between a Brand and Creator for a Campaign or Milestone, before any clearly disclosed Creator-side fees, Taxes, currency conversion, payout or other deductions.

“Creator Materials” means a Creator’s profile, proposals, messages, portfolio, pre-existing materials, Deliverables and other content supplied through the Platform.

“Deliverable” means content, services, publication, usage right, performance, analytics or other output required by a Campaign.

“Milestone” means an agreed Campaign stage with specified Deliverables, deadlines and an allocated amount of the Creator Fee.

“Payment Provider” means Stripe and any other regulated or authorised payment service provider appointed in connection with the Platform.

“Payment Provider Terms” means the terms, policies, service agreements and connected-account or recipient agreements imposed by the applicable Payment Provider.

“Platform” means Collabor’s websites, applications, dashboards, communications, creator-discovery, campaign-management, content-review, reporting and payment-facilitation services.

“Platform Fees” means the subscription, platform, payment-protection, processing, foreign-exchange, payout or other fees clearly shown before the relevant transaction or acceptance.

“Project Funds” means money received by the Payment Provider for allocation to a Campaign, Creator Fee, Platform Fee, refund, reversal or other authorised platform transaction.

“Release Event” means an event under clause 10 that authorises allocated Project Funds to be credited to the Creator Balance.

“Taxes” means VAT, GST, sales, income, withholding, social security, digital services and similar taxes, duties or governmental charges.

Headings do not affect interpretation. Including and includes are illustrative. References to law include amendments and replacement legislation. A Campaign record includes terms accepted in the Platform interface, even if recorded across more than one screen.

2. Eligibility and Creator Accounts

2.1 Who may register

The Platform is intended for Creators worldwide, but access and payouts are available only where Collabor and its Payment Provider support the relevant country, activity, person and payment method. You must be at least 18 years old and have legal capacity to contract. You must not use the Platform if applicable law, sanctions, Payment Provider rules or another binding restriction prohibits you from doing so.

You may register as an individual, sole trader or legal entity. A manager or representative may operate an account only with the Creator’s express authority. Collabor may require both the representative and the Creator to verify identity and authority. One person or entity must not maintain duplicate accounts to evade restrictions or manipulate marketplace activity.

2.2 Account information and security

You must provide accurate, current and complete information and keep it updated. This includes your legal name, date of birth or incorporation details, address, tax residence and identification number, payout details, social accounts and any authority to act for another person. Your public profile must accurately describe your experience, audience, reach, location and capabilities.

You are responsible for safeguarding login credentials and for activity on your Creator Account unless caused by Collabor’s breach of its security duties. Notify Collabor promptly of suspected compromise, impersonation or unauthorised use. Collabor may require additional authentication or pause activity while a security concern is investigated.

2.3 Identity, tax and risk checks

You must complete identity, business, sanctions, fraud, tax and Payment Provider verification when requested. You authorise Collabor to provide relevant personal, business and transaction information to the Payment Provider, verification providers, Brands, tax authorities and other recipients described in the Privacy Notice. Collabor may restrict Campaign acceptance or payouts until checks are completed.

3. Platform role and relationship of the parties

3.1 Marketplace only

Collabor provides technology and administrative services that help Brands and Creators discover one another, negotiate Campaigns, communicate, manage Deliverables, record approvals and facilitate payments. Collabor does not select the parties’ commercial terms, supervise creative work, guarantee any Campaign or income, endorse any user or promise that any Brand will perform its obligations.

Each Brand Contract is directly between the Brand and Creator. Collabor is not a party to it and is not responsible for the relationship, the quality, legality or commercial outcome of the Campaign, except for the

express Platform obligations in this Agreement. A Brand may upload its own contract. You must review it carefully and obtain advice where appropriate before accepting.

3.2 Independent business

You use the Platform as an independent business or self-employed service provider, not as Collabor's employee, worker, agent, partner, franchisee or representative. Nothing in this Agreement gives Collabor the right to control how you create Deliverables beyond Platform rules, legal requirements and the Campaign outcome you voluntarily accept.

- You decide whether to pursue, reject, accept or negotiate a Campaign and remain free to work for others, including competing platforms and Brands.
- You ordinarily decide when, where and how to perform the work, use your own skills and equipment, and bear your own business costs and risks, subject to agreed deadlines, locations, approvals and Deliverable specifications.
- You are not entitled to salary, holiday pay, sick pay, pension, minimum hours, employee benefits or reimbursement from Collabor.
- You have no authority to bind Collabor, make promises on its behalf or represent that Collabor sponsors or approves your statements.

Legal status depends on the facts and applicable law, not only this wording. If a proposed engagement may legally require employment or worker treatment, the parties must not use the standard independent-creator flow without Collabor's prior written approval and an appropriate compliant arrangement.

4. Profiles, proposals and marketplace integrity

You must present yourself and your audience honestly. You must not buy, fabricate or conceal followers, impressions, engagement, reviews, audience demographics, conversion data, credentials, portfolio work or identity information. You must clearly disclose material changes to metrics or account restrictions that would reasonably affect a Brand's decision.

You must not scrape the Platform, manipulate rankings, spam Brands, impersonate another person, pressure users for positive reviews, exchange sham Campaigns or reviews, or use off-platform communication to facilitate fraud, harassment or avoidance of applicable Platform Fees. Reviews must reflect genuine experience and must disclose any incentive where required by law or Platform rules.

Collabor may label, moderate, suppress or remove misleading content and may correct objective profile or transaction information. Opinions in reviews belong to their authors and are not Collabor endorsements. A user may report a review that is fake, abusive, retaliatory, unlawful or unrelated to a genuine Campaign.

5. Campaign formation and Brand Contracts

5.1 Negotiation and activation

Before activation, the Brand and Creator may negotiate the Creator Fee, Milestones, Deliverables, timing, revision limits, product provision, publication requirements, disclosure wording, reporting, cancellation terms, intellectual-property licence, exclusivity and usage period. Neither party is committed merely because it appears on a shortlist or exchanges proposals.

A Campaign becomes active when the Creator accepts the final terms and the Brand confirms activation through the Platform. Before activation, either party may withdraw or propose changes. After activation, the Campaign is binding and may be cancelled only under clause 12, by mutual written agreement recorded on the Platform, or by a final Collabor decision under the dispute process.

5.2 Contract hierarchy

If a Brand Contract conflicts with this Agreement, the Brand Contract governs the creative services, Deliverables, rights and commercial relationship between Brand and Creator, while this Agreement governs access to the Platform, Platform Fees, verification, Project Funds, release mechanics, Platform conduct, disputes involving Collabor and Collabor's rights. A Brand Contract cannot impose obligations on Collabor or alter payment mechanics without Collabor's written agreement.

The Platform record at activation is evidence of agreed Campaign terms. You must review it before accepting and promptly report any discrepancy. Private terms not uploaded or recorded may be considered in a dispute only if reliably evidenced and consistent with this Agreement.

6. Creator performance obligations

You must perform each Campaign with reasonable care and skill, professionally, lawfully and in accordance with the accepted brief. You must:

- meet agreed deadlines and notify the Brand promptly of a material risk of delay;
- follow reasonable product, safety, location and platform instructions, provided they are lawful and within the agreed scope;
- submit the agreed Deliverables and reasonable evidence of publication or performance;
- make the number and type of revisions agreed for the Campaign, and not unreasonably refuse corrections needed to meet the accepted brief or applicable law;
- keep original files and relevant analytics for at least 90 days after final payment, unless a longer period is agreed or required by law; and
- communicate respectfully and not harass, threaten, discriminate against or exploit any Brand, its staff or another user.

You may refuse or stop work that you reasonably believe is illegal, unsafe, materially different from the accepted Campaign, undisclosed advertising, or requires a false statement. Notify the Brand and Collabor promptly and preserve relevant evidence.

7. Advertising, endorsements and regulated content

7.1 Clear disclosure

You and the Brand are each responsible for ensuring advertising is obviously identifiable and complies with the law and codes applicable to the audience and publication location. Where UK rules apply, paid, gifted, affiliate or otherwise incentivised content must use a clear, prominent and timely identifier such as "Ad" when required. A disclosure hidden in a biography, at the end of text, among hashtags or after a user must click or expand may be insufficient.

You must use any platform-branded content tool required by the relevant social network in addition to, not instead of, an adequate disclosure where the law or regulator expects both. You must not remove a required disclosure at a Brand's request.

7.2 Claims and genuine opinions

The Brand is responsible for the legality, accuracy and substantiation of claims, scripts, product information and mandatory statements it supplies. You are responsible for statements you add, adapt or present as your own experience. Endorsements must reflect your honest opinion and genuine experience. You must not make medical, financial, environmental, performance or other objective claims without the required substantiation and approval.

7.3 Restricted Campaigns

Weapons, adult content and political Campaigns are prohibited. Campaigns involving alcohol, gambling, financial services, cryptocurrency, health products, medicines, medical devices, supplements, tobacco, nicotine, vaping or other regulated goods or services require Collabor's prior written approval and may be unavailable in some locations. You must not accept a Campaign that would unlawfully target minors or vulnerable people, or that your social platform prohibits.

8. Creator Materials, intellectual property and permissions

8.1 Ownership

As between you and Collabor, you retain ownership of Creator Materials. As between you and the Brand, ownership and usage rights in Deliverables are determined by the Brand Contract. Payment alone does not grant the Brand broader rights than those expressly agreed. The parties should specify media, territory, term, paid-media usage, whitelisting, editing, sublicensing, exclusivity, organic reposting and any ownership transfer before activation.

8.2 Platform licence

You grant Collabor a non-exclusive, worldwide, royalty-free licence for the duration reasonably necessary to host, copy, format, transmit, display and technically process Creator Materials solely to operate, secure, support, demonstrate and improve the Platform, administer Campaigns and payments, resolve disputes, comply with law and enforce this Agreement. Collabor will not sell your Deliverables or grant a Brand additional commercial usage rights under this licence.

Collabor will not use confidential, unpublished Deliverables to train a general-purpose generative AI model without a separate clear notice and any consent required by law. Routine security, moderation, search, transcription, fraud-detection and service-improvement processing may use automated tools as described in the Privacy Notice.

8.3 Creator warranties

You warrant that you own or have all rights, licences, releases and permissions needed for Creator Materials and their agreed use, including music, footage, images, fonts, locations, performers, voice, likeness and personal data. You must not supply counterfeit, plagiarised, defamatory, privacy-invasive or unlawfully generated material. Any moral-rights consent or waiver applies only to the extent expressly agreed in the Brand Contract and permitted by law.

9. Fees, Payment Provider and Creator Balance

9.1 Pricing and deductions

The Creator Fee shown at activation is the gross Campaign amount payable by the Brand for your services. Any Creator-side Platform Fee, subscription, payout fee, processing charge, currency-conversion charge or Tax must be clearly shown before you accept the relevant Campaign, service or transaction. Where Collabor offers a zero-fee or introductory period, it applies only for the stated eligibility and duration. Collabor may introduce or change future fees on advance notice but will not increase the Creator-side percentage for an already active Campaign unless you agree.

You authorise Collabor and the Payment Provider to deduct disclosed fees, Taxes, refunds, reversals, chargebacks, reserves and other amounts due under this Agreement from the Creator Balance or future amounts payable to you. Collabor will make transaction records reasonably available through the Platform.

9.2 Payment Provider terms

Payment and payout services are provided by the Payment Provider and are subject to the Payment Provider Terms applicable to the configured account. If Stripe's full connected-account structure applies, acceptance includes the Stripe Connected Account Agreement; if Stripe's recipient structure applies, the Stripe Recipient Agreement applies.

You must provide accurate and complete information and authorise Collabor to share identity, business, tax and transaction data with the Payment Provider. The Payment Provider may impose verification, country, currency, timing, reserve, minimum-balance and payout-method restrictions. Collabor is not responsible for a delay caused by your incomplete verification, inaccurate bank details, sanctions screening, banking networks or a Payment Provider outage, except to the extent caused by Collabor's breach.

9.3 Project Funds are not a personal bank balance

Project Funds and the Creator Balance are accounting records used to administer Campaign payments. They are not cash stored in a personal bank account with Collabor, are not interest-bearing and must not be described as savings or an investment. Funds are held and processed by the Payment Provider under the applicable regulated arrangement. Payment Protection is limited to the express release and dispute process in this Agreement and is not insurance or a guarantee against every loss.

10. Milestones, approval and release

10.1 Funding and allocation

A Brand cannot activate a Creator unless sufficient Project Funds are available to cover the Creator Fee and applicable Brand-side Platform Fees. On activation, the relevant amount is allocated to the Campaign or first Milestone and is no longer available for the Brand to use elsewhere, subject to refunds, reversals and disputes.

10.2 Submission and Release Events

You must submit each Milestone through the Platform and clearly mark it ready for approval. The Brand may approve it, request revisions within the agreed scope, or raise a dispute with reasons and evidence. A Release Event occurs when:

- the Brand approves the Milestone or Campaign through the Platform;
- seven calendar days pass after a valid submission without the Brand approving, requesting revisions or raising a dispute through the Platform;
- the parties jointly instruct release or settlement through the Platform; or
- Collabor issues a final release decision under clause 13.

A submission is not valid for automatic approval if it is materially incomplete, inaccessible, submitted outside the designated Campaign workflow without a corresponding Platform notice, or fraudulently marked complete. A revision request pauses the seven-day period until you resubmit the revised Deliverable.

10.3 Payout timing

Following a Release Event, the amount becomes eligible to be credited to the Creator Balance. Subject to successful settlement, verification, reserves, disputes and Payment Provider timing, Collabor intends to initiate or make the amount available for payout within 14 calendar days. Bank receipt may take longer.

10.4 Finality and reversals

A validly released amount is ordinarily non-refundable, but may be reversed, withheld or recovered where required by law or Payment Provider rules, or where there is fraud, duplicate payment, payment error, chargeback, sanctions issue, serious breach, invalid submission or a final dispute outcome. Collabor will not

make a deduction merely because a Brand later changes its creative preference after approving conforming work.

11. Chargebacks, refunds and negative balances

Payment cards and bank payments can be disputed after a Release Event. If a chargeback, reversal or refund is caused by your fraud, material breach, duplicate billing, failure to provide the Deliverable or unauthorised conduct, you are responsible for the affected amount and reasonable external costs. Collabor may use the Creator Balance, delay future payouts or offset future earnings to recover it, subject to law and a reasonable explanation.

You are not responsible for a chargeback caused solely by a Brand's payment fraud, insolvency or unauthorised use where you performed in good faith and complied with this Agreement, except to the extent the live Payment Provider configuration lawfully allocates that risk differently and this was clearly disclosed before Campaign acceptance. Collabor may maintain a proportionate reserve where there is an evidenced risk of reversals or fraud.

If your Creator Balance becomes negative, you must repay the amount within 14 days of a written demand containing reasonable transaction details. Collabor may agree a repayment plan and will take account of genuine hardship where required by law.

12. Cancellation, missed deadlines and removed content

12.1 Before activation

Before activation, either party may withdraw, cancel or renegotiate without a Creator Fee becoming due, except for any separately agreed, properly disclosed non-refundable cost. After activation, neither party may cancel unilaterally except as set out below.

12.2 Brand cancellation

If the Brand cancels after activation without your material breach, you are entitled to payment for accepted work completed to date and may receive a cancellation payment ordinarily equal to 10% of the uncompleted Creator Fee, subject to the Campaign terms, evidence, applicable law and Collabor's final assessment. The total must not exceed the allocated Creator Fee. Platform Fees may remain payable by the Brand.

12.3 Creator cancellation

If you cancel after activation without Brand breach, illegality, safety grounds, illness or another reasonable cause supported where appropriate, Project Funds for uncompleted work may be returned to the Brand. Collabor may award the Brand reasonable compensation of up to 10% of the Creator Fee and recover it from available or future Creator Balances, but only to reflect evidenced loss and not as a punishment. You remain entitled to amounts for separable work the Brand accepts or uses.

12.4 Delay and revisions

If you miss a material deadline, the Brand may agree an extension or request cancellation. Collabor will consider the cause, communications, work completed, whether time was essential and whether the Brand contributed to delay. If a Brand considers work unacceptable, it must first use any agreed revision process unless the breach is incapable of remedy. If the parties remain unable to agree, either may raise a dispute.

12.5 Removal or restriction by a social platform

Removal, demonetisation, reduced reach or account restriction by a social network does not automatically create a refund or reversal. Responsibility depends on the Campaign terms, cause, agreed live period and each party's conduct. You are responsible where removal results from your breach, prohibited content, fake

engagement or failure to use required disclosure; the Brand is responsible where it results from unlawful or misleading Brand instructions or assets. Neither party is automatically liable for an unrelated platform outage or policy change.

13. Disputes and evidence

13.1 Direct resolution first

The Brand and Creator must first try in good faith to resolve a Campaign issue through Platform messages. A party may then open a support ticket and must identify the Campaign, amount disputed, requested outcome and supporting evidence. Unless an urgent fraud, safety or legal issue exists, a ticket should be raised within 14 days after the relevant event.

13.2 Collabor review

For the limited purpose of administering Payment Protection and Platform rules, Collabor may review Campaign terms, Platform messages, uploaded contracts, files, submission timestamps, approvals, revisions, analytics, payment records, account history and other relevant evidence. This access is also permitted for fraud prevention, safety, legal compliance and enforcement, subject to the Privacy Notice.

Collabor may temporarily hold the disputed amount and may request further information with a reasonable deadline. If a party remains unresponsive, Collabor may decide using available evidence. A Brand's silence after a valid submission remains subject to the seven-day automatic approval rule unless a dispute or valid revision request was raised in time.

13.3 Outcomes and limits

Collabor may release, refund or split Project Funds; require further delivery or revisions; adjust a cancellation payment; reverse an invalid credit; restrict an account; or take another proportionate Platform action. Collabor's decision is final for Platform administration and payment instructions, but does not prevent either party from pursuing contractual rights directly against the other through a court or other lawful process.

Collabor is not an arbitrator, court, law firm or party to the Brand Contract. Its review is an administrative assessment based on available evidence. Each party remains responsible for preserving limitation periods and obtaining independent advice.

14. Confidentiality, privacy and communications

14.1 Confidential information

Unless the Brand Contract provides stricter terms, each party must use the other's non-public commercial, technical and personal information only for the Campaign, protect it with reasonable care and disclose it only to people who need it and are bound by confidentiality. This does not apply to information lawfully public, already known without restriction, independently developed or required to be disclosed by law. On request, confidential material must be returned or deleted where reasonably possible, subject to legal retention and dispute records.

14.2 Data protection

Collabor processes personal data as described in its Privacy Notice, including for account administration, matching, communications, payments, verification, tax reporting, fraud prevention, safety, analytics and legal compliance. You must comply with data-protection and privacy law when processing Brand contacts, audience information or any personal data in a Campaign, and must not upload unnecessary special-category or highly sensitive data.

14.3 Electronic communications

You consent to receive contractual notices, Campaign records, tax statements and service communications electronically through the Platform or the email address on your account. You must keep that address current. Marketing communications are subject to separate preferences and applicable law.

15. Taxes, invoicing and reporting

No tax advice, calculation or withholding by Collabor. Collabor is not a tax adviser, accountant or agent for tax purposes and does not provide tax, social-security or accounting advice. Except where this Agreement or applicable law expressly states otherwise, Collabor does not calculate, determine, estimate, withhold, declare, file or pay any income tax, corporation tax, VAT/GST, social security contribution or other Tax on your behalf, and does not guarantee that any figure, summary, statement, invoice or self-billing record shown on the Platform is accurate or complete for tax purposes. You must independently verify any such figure before relying on it and should obtain your own professional advice.

Collabor's collection, verification and reporting of your information to HMRC or another tax authority under applicable digital-platform reporting rules is a statutory reporting obligation only. It does not calculate your tax liability, does not constitute Collabor withholding or paying tax on your behalf (except where the law expressly requires withholding), and does not relieve you of your own obligation to determine and meet your tax position. You remain solely responsible for deciding whether, and how much, tax you owe on income earned through the Platform.

You are responsible for determining, registering for, declaring and paying your own income, corporation, VAT/GST, social security and other Taxes, and for issuing legally required invoices. Collabor does not provide tax advice and does not employ you. Where the Platform creates an invoice or self-billing record, it is an administrative service and you remain responsible for checking its accuracy unless applicable law provides otherwise.

You must provide tax residence, National Insurance number, tax identification number, VAT/GST number and other information reasonably required for reporting, withholding or verification. Collabor may withhold payouts, deduct Taxes or report information where required by law. UK digital-platform reporting rules may require Collabor to collect and verify seller details, report payment totals, transaction counts, fees and payout account details to HMRC, and give you a copy of reported information. Information may also be shared with another tax authority under applicable international rules.

You must promptly correct inaccurate tax information and cooperate with reasonable verification requests. You remain responsible for obtaining professional advice about how Campaign income affects your circumstances.

You will indemnify Collabor against losses, penalties, interest, investigation costs and reasonable professional fees Collabor incurs as a result of inaccurate, incomplete or late tax, residency or identification information you provide, or your failure to meet your own tax obligations, except to the extent caused by Collabor's own error in reporting information you supplied accurately.

16. Acceptable use, safety and prohibited conduct

You must not use the Platform or a Campaign to:

- commit fraud, money laundering, sanctions evasion, bribery, tax evasion or other unlawful activity;
- send malware, scrape data, interfere with security, reverse engineer restricted features or misuse another user's account;
- harass, threaten, stalk, discriminate, sexually exploit, coerce or dox another person;
- publish illegal, defamatory, hateful, violent, deceptive or privacy-invasive material;

- circumvent Payment Provider checks, conceal beneficial ownership or route payments for unrelated activity; or
- ask a Brand to misdescribe a Campaign, split payments to avoid controls or release funds without genuine Deliverables.

Use in emergencies is prohibited. If you believe someone is in immediate danger, contact the relevant emergency service. Report suspected fraud, abuse, unsafe meetings or unlawful Campaigns to Collabor promptly. Collabor may preserve and disclose evidence where legally permitted or required.

17. Suspension, termination and account closure

Collabor may immediately restrict or suspend an account or Campaign where reasonably necessary for suspected fraud, non-payment, chargeback risk, sanctions, illegality, harassment, unsafe conduct, fake engagement, identity concerns, serious intellectual-property infringement, repeated substantiated disputes, Payment Provider requirements or protection of users and the Platform. Where appropriate, Collabor will explain the main reason and provide a way to submit relevant information or appeal.

Either party may terminate this Agreement by closing the Creator Account, but termination does not cancel an active Campaign or outstanding payment, tax, confidentiality, intellectual-property, dispute or repayment obligation. Collabor may terminate on reasonable notice for business reasons, and immediately for material breach that cannot be remedied or is not remedied within a reasonable period after notice.

On closure, Collabor may retain access to information needed for legal compliance, tax reporting, fraud prevention, dispute resolution and enforcement. Eligible undisputed balances will be paid subject to verification, reserves and Payment Provider rules. Clauses intended by their nature to survive will continue, including clauses 8 to 15 and 18 to 23.

18. Platform availability and changes

Collabor will provide the Platform with reasonable care and skill but does not promise uninterrupted or error-free availability. Features may be changed, tested, restricted by geography or withdrawn. Collabor may update this Agreement for legal, regulatory, security, Payment Provider or product reasons. Material changes will be notified in advance where reasonably practicable and required by law. Changes will not retrospectively reduce an agreed Creator Fee or Brand Contract right for an active Campaign without the affected party's agreement, except where required by law or Payment Provider rules.

19. Liability

19.1 Non-excludable liability

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory title obligations, deliberate misconduct, or any liability that cannot lawfully be excluded or limited.

19.2 Excluded losses

Subject to clause 19.1, Collabor is not liable for indirect or consequential loss, loss of profit, revenue, opportunity, contracts, anticipated savings, reputation or data, or for acts or omissions of a Brand, social platform, bank, Payment Provider or other third party outside Collabor's reasonable control. This does not exclude direct loss that was reasonably foreseeable and caused by Collabor's breach.

19.3 Liability cap

Subject to clause 19.1, Collabor's total aggregate liability to you arising from this Agreement in any 12-month period is limited to the greater of: (a) £1,000; and (b) Platform Fees retained by Collabor from you during that period. For a proven failure by Collabor to issue a payment instruction for undisputed Project Funds after a Release Event, the cap is increased by the affected undisputed amount actually received and controlled by Collabor or its Payment Provider for that Campaign.

19.4 Mandatory rights

Any mandatory rights or remedies you have under the law of your country remain unaffected. The limitations apply only to the maximum extent permitted by applicable law.

20. Indemnity

You will indemnify Collabor and its officers, employees and affiliates against third-party claims, damages and reasonable external costs arising from: (a) your infringement of intellectual-property, privacy or publicity rights; (b) unlawful or misleading statements you originated; (c) fraud, fake engagement or prohibited conduct; (d) your material breach of a Brand Contract; or (e) Taxes or employment obligations relating to people you engage. The indemnity does not apply to the extent the claim was caused by Collabor's breach, negligence or unauthorised alteration or use of Creator Materials.

Collabor must notify you within a reasonable time, allow you reasonable participation in the defence and not agree a settlement admitting your liability or imposing a non-monetary obligation on you without your consent, not to be unreasonably withheld. This clause is subject to applicable law and does not require payment for an unenforceable penalty.

21. Notices

Notices to you may be sent to your account email, through the Platform or by another method you have agreed. Notices to Collabor must be sent through the Platform support process or to the legal-notice email address published in the Platform legal centre, with a copy by post where the notice concerns litigation, insolvency or termination for material breach, addressed to: COLLABOR TECHNOLOGIES LTD, Egerton Mill, 25–27 Egerton Street, Chester, United Kingdom, CH1 3ND.

Email and Platform notices are deemed received when sent unless the sender receives a delivery failure, or on the next Business Day if sent after 5:00 pm UK time. Postal notices are deemed received two Business Days after posting within the UK and five Business Days after international posting, subject to proof of delivery where required by law.

22. General legal terms

This Agreement, the Privacy Notice, applicable Platform policies and the Campaign record form the entire agreement between you and Collabor about Creator use of the Platform. The Brand Contract remains a separate agreement between you and the Brand. If a Platform policy conflicts with this Agreement, this Agreement prevails unless it expressly states otherwise.

You may not assign this Agreement or transfer a Creator Account without Collabor's written consent. Collabor may assign it as part of a genuine merger, reorganisation, financing or sale of its business, provided this does not materially reduce your rights. No third party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999, except an expressly identified Collabor affiliate or indemnified person may enforce the clause benefiting it.

If a provision is unenforceable, it will be adjusted only as necessary or severed, and the remainder continues. Delay in enforcement is not a waiver. This Agreement may be accepted electronically and counterparts form one agreement. English is the governing language; translations are for convenience unless mandatory law provides otherwise.

23. Governing law and courts

This Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales. Subject to any mandatory local rights you cannot waive, the courts of England and Wales have exclusive jurisdiction over disputes between you and Collabor. This clause does not determine the governing law or forum of a Brand Contract, which the Brand and Creator should agree separately.

Schedule 1 — Campaign cancellation and dispute summary

Event

Default platform treatment

Evidence / qualification

****Event**:** Before activation

****Default platform treatment**:** Either party may withdraw or renegotiate; no Creator Fee is due.

****Evidence / qualification**:** Platform status and any separately disclosed non-refundable cost.

****Event**:** Brand cancels after activation without Creator breach

****Default platform treatment**:** Pay accepted work plus ordinarily 10% of the uncompleted Creator Fee, capped at allocated funds.

****Evidence / qualification**:** Progress, accepted use, communications, Campaign terms and actual loss.

****Event**:** Creator cancels without reasonable cause

****Default platform treatment**:** Refund uncompleted work; Brand compensation may be up to 10% of the Creator Fee from available or future balance.

****Evidence / qualification**:** Not punitive; Collabor considers illness, safety, Brand breach and work accepted or used.

****Event**:** Creator misses deadline

****Default platform treatment**:** Brand may extend or request cancellation; Collabor allocates funds proportionately.

****Evidence / qualification**:** Whether time was essential, cause of delay and each party's communications.

****Event**:** Brand requests revisions

****Default platform treatment**:** Creator makes agreed or reasonable in-scope revisions; unresolved scope or quality issues go to dispute.

****Evidence / qualification**:** Accepted brief, revision limit, submissions and change requests.

****Event**:** Brand unresponsive

****Default platform treatment**:** A valid submission is automatically approved after seven calendar days unless timely revision or dispute.

****Evidence / qualification**:** Platform submission timestamp and lack of valid in-platform response.

****Event**:** Social post removed

****Default platform treatment**:** No automatic refund; responsibility follows the Campaign terms and cause.

****Evidence / qualification**:** Platform notice, disclosure, live period, account history and Brand instructions.

****Event**:** Fraud / chargeback

****Default platform treatment**:** Hold, reverse, refund or recover funds according to responsibility and Payment Provider rules.

****Evidence / qualification****: Payment records, identity checks, Deliverables, messages and external dispute evidence.

Schedule 2 — Policies published in the Legal Centre

The Collabor Legal Centre publishes the current version and effective date of each policy referenced in this Agreement, including:

- Full Platform Privacy Notice, Creator Discovery Data Notice and Cookie Policy;
- Brand Platform Agreement;
- Payments and Payout Protection Policy;
- Acceptable Use and Content Standards;
- Online Safety, Reporting and Appeals Policy;
- Copyright and Intellectual Property Complaint Policy;
- Creator Advertising Compliance Policy;
- Data Processing Agreement and Subprocessor List; and
- Seller Tax Reporting Notice.