

Brand Platform Agreement

COLLABOR TECHNOLOGIES LTD

Company number 16888312 | Registered in England and Wales

Last Edited 1 September 2026

Agreement

This Brand Platform Agreement (Agreement) is entered into 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 business, organisation or agency identified during registration (Brand, you or your).

By creating a Brand Account, clicking to accept this Agreement, activating a Creator, funding a Campaign or otherwise using the Platform, you agree to be bound by this Agreement. If an individual accepts it for a company, agency or other organisation, that individual confirms that they have authority to bind that organisation.

1. Definitions and interpretation

“Agency” means a Brand that uses the Platform for or on behalf of one or more clients.

“Brand Account” means the account through which a Brand or Agency accesses the Platform.

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

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

“Campaign Balance” means the informational ledger balance displayed on the Platform representing Project Funds received by the Payment Provider and available to be allocated, subject to this Agreement and the Payment Provider Terms. It is not a bank account, deposit, savings product or promise of interest.

“Creator” means an individual, sole trader, company or other service provider offering creator, influencer, production, promotional or related services through or in connection with the Platform.

“Creator Fee” means the amount agreed between a Brand and Creator for a Campaign or Milestone, excluding Platform Fees and Taxes unless expressly stated otherwise.

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

“Milestone” means an agreed stage of a Campaign associated with specified Deliverables, deadlines and an 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 and connected-account 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 shown before the relevant purchase, funding or activation.

“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 described in clause 9 that authorises Project Funds allocated to a Milestone or Campaign to be credited to the Creator’s platform balance.

“Taxes” means VAT, sales, use, withholding, digital services and similar taxes, duties or governmental charges, excluding taxes on Collabor’s net income.

Headings do not affect interpretation. References to including or includes are illustrative and not limiting. A reference to law includes amendments and replacement legislation. If a deadline expires on a non-Business Day, Collabor may treat the deadline as expiring on the next Business Day.

2. Business eligibility and worldwide use

The Platform is offered to businesses worldwide, subject to applicable law, Payment Provider availability, sanctions restrictions and any countries or territories Collabor excludes from time to time.

You may open and use a Brand Account only if:

- you are acting wholly or mainly for purposes relating to a trade, business, craft or profession and not as a consumer;
- you are at least 18 years old and have legal capacity and authority to bind the Brand;
- the Brand is validly established or lawfully operating in its jurisdiction;
- neither you nor the Brand is subject to applicable sanctions or prohibited from using the Payment Provider; and

all information supplied during registration, verification and use is accurate, complete and current.

Collabor may refuse registration, impose geographic or product restrictions, require enhanced verification or close an account where reasonably necessary for legal, safety, fraud, payment-provider or operational reasons.

3. Accounts, security and authority

The Brand is responsible for all activity through its Brand Account, including activity by employees, contractors, group companies and invited team members. You must maintain appropriate access controls, keep credentials confidential and notify Collabor promptly of suspected unauthorised access.

Each user must use their own authorised login. You must not impersonate another person, create misleading accounts, conceal the person controlling an account or create a new account to avoid suspension or enforcement.

Collabor may rely on instructions submitted through the Brand Account. We are not responsible for loss caused by an authorised user acting outside the Brand’s internal authority unless Collabor has agreed otherwise in writing.

You authorise Collabor and the Payment Provider to conduct identity, business, fraud, sanctions, credit-risk and payment checks and to request supporting documents. Failure to provide requested information may prevent Campaign activation, payment or account access.

4. Agencies and client campaigns

An Agency may create and administer Campaigns for its clients. By doing so, the Agency warrants on each occasion that it has authority to act for the named client, use the client’s assets, make the relevant commitments and instruct the release or return of Project Funds.

Unless Collabor expressly agrees otherwise in a signed written agreement:

- the Agency is Collabor's contracting customer;
- the Agency remains primarily responsible for all Platform Fees, Creator Fees, Taxes, refunds, reversals, chargebacks, claims and other liabilities arising from its Brand Account or client Campaigns;
- Collabor is not required to pursue or invoice the Agency's client before enforcing payment against the Agency; and

a dispute between the Agency and its client does not suspend the Agency's obligations to Collabor or any Creator.

The Agency shall ensure that each client complies with all obligations that apply to Brand-supplied assets, claims, products, instructions, approvals and Campaign conduct. The Agency is responsible to Collabor for a client's acts and omissions as if they were the Agency's own.

5. Collabor's role

Collabor provides technology that enables Brands and Creators to discover one another, negotiate Campaign terms, communicate, upload and review content, record approvals, monitor Deliverables and facilitate payments through a Payment Provider.

Except where expressly stated in a separate signed agreement, Collabor:

- does not employ, engage, represent or act as agent for any Creator;
- is not a party to the Brand Contract or the underlying contract for creator services;
- does not supervise how a Creator performs services and does not guarantee a Creator's identity, availability, suitability, audience, metrics, results, compliance or work quality;
- does not guarantee impressions, engagement, conversions, sales, return on investment, platform availability or continued availability of content on a third-party social platform; and

does not provide legal, tax, employment, advertising, financial or other professional advice.

Collabor may provide templates, suggested workflows, metrics, rankings, matching, moderation, payment administration and dispute assistance. These activities do not make Collabor a party to a Brand Contract or responsible for a Brand's or Creator's legal obligations.

6. Campaign creation, negotiation and activation

The Brand is responsible for creating a complete and accurate Campaign brief, including the product or service, target audience, Deliverables, formats, channels, deadlines, approval process, revision entitlement, Creator Fee, Milestones, expenses, usage rights, exclusivity, whitelisting, paid amplification, minimum live period and required advertising disclosures.

Before activation, the Brand and Creator may negotiate the Creator Fee and Campaign terms. The Brand may withdraw, amend or replace an unaccepted proposal, subject to any express platform restriction.

A Campaign becomes activated for a Creator when the Brand selects the final approval or activation action on the Platform after the Creator has accepted the proposed terms. Activation:

- creates a binding commitment between the Brand and Creator on the Campaign terms accepted by them;
- allocates the relevant Project Funds to that Campaign or its active Milestone;
- makes the cancellation rules in clause 10 apply; and

may trigger Platform Fees that are non-refundable except as expressly stated.

The Brand must not activate a Creator unless the Campaign Balance is sufficient for the Creator Fee, Platform Fees, processing amounts and applicable Taxes shown at activation.

7. Brand Contracts and uploaded terms

Brands may upload or use their own Brand Contracts. Each Brand Contract is solely between the Brand and the Creator who accepts it. Collabor is not a party to, and does not approve, interpret, warrant or assume liability under, a Brand Contract merely because it is uploaded, signed, stored or administered on the Platform.

The Brand is responsible for ensuring that its Brand Contract is lawful, clear, internally consistent and suitable for every relevant jurisdiction. The Brand must not include a term that purports to bind Collabor, change Collabor's obligations, require Collabor to adjudicate legal rights, or give the Brand or Creator rights against Project Funds inconsistent with this Agreement or the Payment Provider Terms.

If a Brand Contract conflicts with this Agreement, the Brand Contract may govern the commercial relationship between the Brand and Creator, but this Agreement governs the Brand's relationship with Collabor, Platform operation, account enforcement and the administrative allocation of Project Funds.

The Brand must retain an accessible copy of each accepted Brand Contract and Campaign record. Collabor may store records for operational, evidential, regulatory and dispute purposes in accordance with its Privacy Notice and retention policy.

8. Plans, subscriptions, fees and Taxes

Platform and payment-protection fees ordinarily range from 2% to 15% of the relevant Campaign or Creator Fee, depending on the Brand's subscription, package, negotiated commercial terms, geography and service level. The exact fee displayed or agreed before purchase, funding or activation applies to that transaction.

Payment-processing, foreign-exchange, payout and banking charges are determined by the Payment Provider, payment method, currency, country and transaction. Collabor will display or make available the amount or calculation method when reasonably practicable. You authorise deduction of applicable Platform Fees and provider charges from Project Funds or the Brand's payment method.

Collabor may provide selected Brands with free access, reduced fees, trials, credits or promotional pricing. Unless expressly stated otherwise:

- a promotion applies only for the stated period, account, feature or transaction;
- payment-processing, foreign-exchange and third-party charges may still apply;
- credits are non-transferable, have no cash value and may expire; and

continued access after a trial may require selection of a paid plan, but Collabor will not start a recurring paid subscription without presenting the applicable price and obtaining the required authorisation.

Paid subscriptions renew and are charged only as described at the time of purchase. Unless different terms are shown, cancellation takes effect at the end of the current billing period and fees already paid are non-refundable. Collabor may change future subscription pricing on reasonable notice, with the right to cancel before the change takes effect.

Prices exclude Taxes unless expressly stated otherwise. Collabor is not currently VAT-registered. If Collabor becomes required to charge VAT or another Tax, the applicable Tax will be added from the legally required date. The Brand remains responsible for its own tax reporting, withholding and reverse-charge obligations.

Collabor is not a tax adviser and does not calculate, withhold or file Taxes on the Brand's behalf, whether in respect of Platform Fees, Creator Fees or amounts the Brand pays under a Brand Contract. Any Tax figure, invoice or summary shown on the Platform is provided for administrative convenience only and does not

constitute tax advice or a guarantee of accuracy. The Brand remains solely responsible for its own tax position, including VAT treatment, reverse charge and any withholding obligation in respect of payments to Creators, and should obtain independent advice where needed.

9. Project Funds, Milestones and release

Payment services are provided by the Payment Provider and are subject to the Payment Provider Terms. Project Funds are received, processed and held by the Payment Provider, not as a deposit with Collabor. The Campaign Balance is a Platform ledger and is not a bank account, electronic-money account, trust account or interest-bearing account provided by Collabor.

Nothing in this Agreement appoints Collabor as an escrow agent, trustee, deposit-taker or authorised payment institution.

The Brand authorises Collabor to send instructions to the Payment Provider and to update platform ledger entries in accordance with the Brand's actions, this Agreement, accepted Campaign terms, a Release Event, a dispute outcome, fraud controls, Payment Provider Terms or applicable law.

9.1 Funding and allocation

The Brand must fund its Campaign Balance using an approved payment method before activation. Collabor may reject, delay or reverse funding that is incomplete, unauthorised, high risk, subject to chargeback or contrary to Payment Provider Terms.

When a Creator is activated, the Platform allocates the required Creator Fee or active Milestone amount from the unallocated Campaign Balance to the relevant Campaign. Allocated Project Funds cannot be withdrawn, reallocated or refunded except under clause 10 or clause 11.

Collabor may permit partial or Milestone funding. Each active Milestone must identify its Deliverables, deadline and amount. Unless Collabor expressly enables otherwise, only Project Funds already received and cleared may be treated as funded.

9.2 Release Events

The Brand irrevocably authorises the administrative release of the amount allocated to a Milestone or Campaign when any of the following occurs:

- the Brand affirmatively approves the relevant Deliverable or Milestone on the Platform;
- the Brand instructs a partial payment or other release through the Platform;
- seven calendar days pass after the Creator submits the Deliverable and any required publication evidence through the Platform, without the Brand requesting revisions or opening a dispute;
- the Brand and Creator jointly instruct a release in writing through the Platform;
- Collabor determines an administrative allocation under the dispute process; or

release is required by the Payment Provider, a court, regulator or applicable law.

A request for revisions pauses the seven-day review period only if it is submitted through the Platform, identifies the relevant contractual requirement and is made in good faith. When revised work is resubmitted, a new seven-day review period begins unless the parties agree otherwise.

Following a Release Event, the amount is credited to the Creator's platform balance. Subject to payment clearance, fraud checks, chargeback risk, verification, sanctions screening and Payment Provider Terms, Collabor expects the amount to become eligible for payout within 14 calendar days. This is an operational target, not a guaranteed settlement period.

Once Project Funds have been released, the release is final and non-refundable except where required by law or Payment Provider rules, where the Creator agrees, or where Collabor determines that fraud, duplicate payment, manifest error or another exceptional ground justifies reversal.

10. Cancellation, non-performance and refunds

10.1 Before Creator activation

Before a Creator is activated, the Brand may withdraw the opportunity, cancel the proposed engagement, change the proposed value or continue negotiations. Unallocated Project Funds remain available in the Campaign Balance or may be returned to the original payment method, subject to clearance, processing costs and Payment Provider Terms.

10.2 After Creator activation

After activation, the Brand may not unilaterally cancel or reclaim allocated Project Funds merely because it changes its mind. Cancellation requires:

- written agreement between the Brand and Creator recorded through the Platform; or

an administrative determination by Collabor following a cancellation or dispute request.

Approved or completed Milestones remain payable. Platform Fees, payment-processing charges and amounts already released are non-refundable except where Collabor or the Payment Provider expressly decides otherwise.

Where the Brand cancels without Creator breach after activation, Collabor may release to the Creator the value of completed work and, where appropriate, cancellation compensation ordinarily equal to 10% of the uncompleted Creator Fee. The precise allocation will reflect the Campaign terms, work performed, expenses, communications, mitigation and applicable law.

10.3 Creator delay or cancellation

If a Creator misses a deadline, the Brand may offer a reasonable extension or request cancellation. Where delay or cancellation is disputed, Collabor may pause the allocated Project Funds and determine an administrative allocation after reviewing the evidence.

If a Creator cancels without contractual justification, unearned allocated Project Funds will ordinarily be returned to the Brand. Subject to the Creator Platform Agreement and applicable law, Collabor may also award the Brand compensation of up to 10% of the affected Creator Fee from amounts otherwise payable to the Creator or future Creator earnings. Any such amount is intended to reflect reasonable loss and administration, not to operate as a penalty.

10.4 Revisions and allegedly unacceptable work

If the Brand considers a Deliverable non-compliant, it must request revisions through the Platform, identify the specific Campaign requirement not met and allow the revisions promised in the Campaign terms. Dissatisfaction based solely on a preference not stated in the accepted Campaign terms does not automatically entitle the Brand to a refund.

If the parties remain unable to agree after the applicable revision process, either may open a dispute under clause 11. Collabor may allocate Project Funds by reference to the accepted brief, objective compliance, work completed, communications and conduct of both parties.

10.5 Unresponsive Brand

If the Brand does not respond to a properly submitted Deliverable, the seven-day deemed-approval process in clause 9.2 applies. A Creator may also open a support ticket. Collaborator may contact the Brand, review the Campaign record and release all or part of the allocated Project Funds where the Brand remains unresponsive.

10.6 Removal by a social platform

Removal, restriction, demonetisation or reduced distribution by a third-party social platform does not automatically create a refund right. Responsibility depends on the Brand Contract, any minimum live period and the cause of removal. A Creator may be responsible where removal results from the Creator's breach, unauthorised content or failure to follow agreed disclosure requirements. Neither party is automatically responsible for an independent platform decision outside its reasonable control.

11. Disputes, evidence, chargebacks and administrative decisions

Before opening a dispute, the Brand should make a reasonable good-faith attempt to resolve the issue with the Creator through the Platform. A dispute must be raised through the designated support process promptly and before the disputed Project Funds are released wherever reasonably possible.

When a dispute is opened, Collaborator may pause unreleased Project Funds, restrict relevant account functions and request briefs, Brand Contracts, drafts, timestamps, publication links, approval records, payment records and other relevant evidence.

The Brand authorises Collaborator to access and review relevant Platform messages, files, account activity and transaction records for dispute resolution, fraud prevention, safety, enforcement and legal compliance. Collaborator will process personal data for these purposes in accordance with its Privacy Notice.

Collaborator may facilitate settlement, propose a non-binding resolution or make an administrative decision about the allocation of Project Funds on the Platform. Collaborator does not act as a court or arbitrator and does not finally determine the parties' underlying legal rights. Either party may pursue legal remedies against the other, but Collaborator may continue to apply its platform decision unless directed otherwise by a court or required by law.

Collaborator may consider the accepted Campaign terms, Brand Contract, objective compliance with Deliverables, work completed, the timing and quality of communications, revision opportunities, expenses, platform records, fraud indicators, each party's conduct and the interests of payment-system integrity.

The Brand must not initiate a chargeback or payment reversal as a substitute for the Platform dispute process. If a chargeback, reversal, failed payment or unauthorised-payment claim occurs, the Brand remains liable for the affected Project Funds, Platform Fees, provider charges, reasonable investigation costs and resulting negative balance, except to the extent the event was caused by Collaborator's breach or the Payment Provider determines otherwise.

Collaborator may recover a negative balance from the Brand's payment method, Campaign Balance, future funding or other amounts payable to the Brand, and may suspend activation or payouts while the balance remains outstanding.

12. Brand responsibilities and warranties

The Brand is solely responsible for its Campaigns, products, services, claims, instructions, assets, approvals, Brand Contracts and compliance. The Brand warrants on an ongoing basis that:

- all Campaign information is accurate, complete and not misleading;
- it has all rights, licences, consents, clearances and regulatory approvals required for its products, services, trademarks, music, footage, scripts, claims, tracking links and other materials;

- all express and implied advertising claims are truthful, current and supported by adequate evidence before publication;
- it will not ask a Creator to conceal a commercial relationship, publish a fake or misleading review, make an unlawful claim or breach a social platform's rules;
- it will give Creators clear, accurate and timely instructions about required advertising disclosures, regulated statements, safety information and prohibited representations;
- its Campaign and Brand Contract comply with employment, tax, advertising, consumer, competition, intellectual-property, privacy, product-safety, sanctions and other applicable laws in each targeted territory; and

it will treat Creators professionally and will not engage in harassment, discrimination, coercion, retaliation or exploitation.

Brand approval of content does not transfer responsibility for Brand-supplied claims or instructions to Collaborator or the Creator. The Creator remains responsible for their own conduct and disclosures under the Creator Platform Agreement and applicable law.

13. Advertising disclosures and regulated claims

The Brand must ensure that paid, gifted, affiliate and otherwise incentivised content is obviously identifiable as advertising from the first interaction, using clear labels such as Ad where required by the UK CAP Code, ASA guidance and equivalent local law. Ambiguous labels, hidden disclosures or reliance solely on a profile biography are not acceptable where they do not meet applicable requirements.

The Brand must not commission undisclosed testimonials, fake reviews, manipulated consumer-review information or endorsements that do not reflect the Creator's genuine experience. The Brand must ensure that health, financial, environmental, comparative, performance and other objective claims are properly substantiated.

Collaborator may reject, pause or remove a Campaign or Deliverable where we reasonably believe disclosure, substantiation or regulatory requirements have not been met.

14. Prohibited and restricted Campaigns

The Brand must not create or fund a Campaign involving:

- weapons, ammunition, explosives or products principally intended to injure;
- pornography, sexual services, explicit adult content or sexual exploitation;
- political parties, candidates, elections, referendums, political lobbying or targeted political persuasion;
- illegal products, services, content or transactions;
- fraud, deception, hate, harassment, violence, terrorism, human trafficking or exploitation; or

anything prohibited by the Payment Provider Terms or a relevant social platform.

The following require Collaborator's prior written approval and may be prohibited in particular countries or payment configurations: alcohol; tobacco, nicotine and vaping; gambling and prize promotions; financial services, credit, investments and cryptocurrency; medicines, medical devices, health treatments and supplements; controlled substances; dating services; age-restricted products; and other regulated goods or services.

Approval does not confirm legal compliance. The Brand remains responsible for licences, targeting restrictions, age gating, disclosures and substantiation. Collaborator may withdraw approval if law, risk, provider requirements or Campaign facts change.

15. Brand materials, content and intellectual property

The Brand retains ownership of materials it uploads or supplies. The Brand grants Collabor a non-exclusive, worldwide, royalty-free licence during the Agreement and for a reasonable archival period to host, copy, display, transmit, format, moderate and otherwise process those materials as necessary to operate, secure, support and improve the Platform, administer Campaigns and comply with law.

The Brand warrants that its materials and instructions do not infringe intellectual-property, privacy, publicity, confidentiality or other rights. Collabor may remove or restrict allegedly infringing material and may provide relevant information to rights holders or authorities where legally permitted or required.

Ownership and usage rights in Creator Deliverables are governed by the applicable Brand Contract and accepted Campaign terms. Unless expressly agreed by the Creator, payment alone does not necessarily assign copyright, grant perpetual usage, permit paid amplification, allow editing or create exclusivity.

The Brand must ensure that all requested usage rights are specific as to media, purpose, territory, duration, editing, sublicensing, paid advertising, whitelisting and archival use. The Brand must not use a Deliverable beyond the rights actually obtained.

Collabor and its licensors retain all rights in the Platform, software, design, databases, models, documentation, trademarks and analytics. No rights are granted except the limited right to use the Platform under this Agreement.

16. Confidentiality

Each party must keep confidential all non-public commercial, technical, financial, Campaign and security information received from the other and use it only to perform or exercise rights under this Agreement. This obligation does not apply to information that is public without breach, was already lawfully known, is independently developed or is lawfully received without restriction.

A party may disclose confidential information to personnel and advisers who need to know it and are bound by confidentiality, or where required by law, a regulator or court. Where lawful, the receiving party should give reasonable notice before compulsory disclosure.

Collabor may disclose Campaign information to the relevant Creator, Payment Provider and service providers as necessary to operate the Platform and administer the transaction.

17. Data protection and communications

Each party must comply with applicable data-protection and electronic-marketing law. Collabor processes personal data as an independent controller for account administration, matching, platform security, payment facilitation, fraud prevention, dispute handling, analytics, support and legal compliance, as described in its Privacy Notice.

Where Collabor processes personal data solely on the Brand's documented instructions, the parties will enter into Collabor's Data Processing Agreement where required. The Brand must not upload unnecessary sensitive data or use Creator data for unrelated marketing, profiling or onward sale.

The Brand must have a lawful basis and provide required transparency information before contacting Creators, importing contact data, running tracking or measurement, or using Creator and audience data. Access to public information does not remove data-protection obligations.

Platform communications may be monitored or reviewed using automated and human measures for security, safety, fraud, moderation, dispute resolution and compliance. The Brand must inform its authorised users accordingly.

18. Acceptable use and non-circumvention

The Brand must not:

- circumvent or attempt to avoid Platform Fees by moving a relationship introduced or materially facilitated by Collabor off-platform for payment or contracting during the applicable protected period displayed on the Platform;
- make or request off-platform payments for an activated Campaign except with Collabor's written approval;
- scrape, harvest, resell or systematically extract Platform or Creator data except through an authorised feature or API;
- reverse engineer, interfere with, overload, probe or bypass security or access controls;
- upload malware or use the Platform for spam, phishing, fraud, surveillance, unlawful discrimination or infringement;
- misrepresent identity, affiliation, budget, authority, products, Campaign intent or Creator relationships; or

retaliate against a Creator for raising a good-faith complaint or complying with advertising law.

The precise non-circumvention period and any conversion fee must be displayed or separately agreed before enforcement. Collabor will apply restrictions proportionately and in accordance with applicable competition and contract law.

19. Suspension, investigation and enforcement

Collabor may warn, restrict, suspend or terminate a Brand Account; pause Campaigns or payments; remove content; require remediation; or report conduct where we reasonably believe this is necessary because of:

- fraud, non-payment, chargebacks, identity or sanctions risk;
- harassment, discrimination, illegal content or threats to safety;
- a prohibited or restricted Campaign;
- breach of this Agreement, Payment Provider Terms or applicable law;
- repeated or serious Creator disputes, misleading conduct or abuse of Platform processes; or

a legal, regulatory, court, social-platform or Payment Provider instruction.

Where appropriate and lawful, Collabor will explain the reason and provide a method to appeal. Immediate action may be taken without advance notice where delay could increase harm, fraud, legal exposure or payment risk.

Suspension or termination does not remove obligations relating to existing Campaigns, Project Funds, fees, chargebacks, confidentiality, intellectual property, data protection, indemnities, liability or disputes.

20. Platform availability and third-party services

The Platform is provided on an as-available basis. Collabor may modify, suspend or discontinue features for maintenance, security, legal, provider or commercial reasons. We will use reasonable care and skill in providing the Platform but do not guarantee uninterrupted, error-free or universally available access.

The Platform relies on Payment Providers, hosting services, social platforms, APIs, analytics providers and other third parties. Collabor is not responsible for third-party outages, policy changes, account actions, data errors or service withdrawal outside our reasonable control.

Creator metrics, audience information, rankings, matching and analytics may be derived from Creators, public sources, licensed data and third-party platforms. They are estimates and may be delayed, incomplete or

inaccurate. The Brand must conduct its own suitability and compliance assessment before activation.

21. Disclaimers and allocation of responsibility

To the fullest extent permitted by law, Collabor does not warrant any Creator, Brand Contract, Deliverable, Campaign outcome, audience metric, third-party platform, tax treatment or legal compliance of another user. The Brand assumes the commercial risk of selecting and contracting with Creators.

Nothing in this Agreement excludes a term that cannot lawfully be excluded. Any implied terms, conditions or warranties are excluded only to the extent permitted by law.

22. Limitation of liability

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

Subject to the paragraph above, Collabor is not liable for indirect or consequential loss, or for loss of profit, revenue, business, opportunity, anticipated savings, goodwill, reputation or data, whether direct or indirect, arising from the Platform, a Campaign, a Creator, a Brand Contract or a third-party service.

Subject to the first paragraph of this clause, Collabor's total aggregate liability arising out of or in connection with this Agreement in any rolling 12-month period is limited to the greater of:

- £1,000; and

the Platform Fees paid or payable by the Brand to Collabor in that 12-month period.

Where Collabor is finally determined to have failed to apply an authorised instruction concerning Project Funds actually received and cleared by the Payment Provider, Collabor's additional aggregate liability for that failure will not exceed the amount of the affected Project Funds that has not otherwise been recovered, refunded or paid. Collabor is not liable for funds lost because of an unauthorised payment, chargeback, sanctions block, banking failure or Payment Provider act outside Collabor's reasonable control.

The limitations apply to all causes of action collectively, including contract, tort, negligence, misrepresentation, restitution and breach of statutory duty. Each party acknowledges that the allocation of risk is reflected in the fees and availability of the Platform.

23. Brand indemnity

The Brand shall indemnify Collabor, its group companies and personnel against third-party claims, losses, liabilities, penalties, damages and reasonable professional costs arising from:

- the Brand's products, services, Campaigns, claims, instructions, assets or Brand Contracts;
- alleged infringement, unlawful advertising, product harm, privacy breach or regulatory non-compliance caused by Brand-supplied material or instructions;
- an Agency's lack of authority or dispute with its client;
- the Brand's breach of clause 12, 13, 14, 15, 17 or 18; or

a chargeback, reversal or non-payment attributable to the Brand or its payment method.

Collabor must give reasonable notice of an indemnified claim where lawful, allow the Brand a reasonable opportunity to participate in the defence and not settle a claim imposing an admission or non-monetary obligation on the Brand without consent, not to be unreasonably withheld. The Brand is not liable to the extent a claim results from Collabor's own breach, negligence or wilful misconduct.

24. Term and termination

This Agreement starts when the Brand first accepts it and continues until terminated. The Brand may stop using the Platform and request account closure, but closure does not take effect for outstanding Campaigns, Project Funds, subscriptions, disputes or liabilities until they have been resolved or transferred.

Either party may terminate on written notice where the other commits a material breach that cannot be remedied or is not remedied within 14 days after notice. Collabor may terminate or suspend immediately in the circumstances described in clause 19.

On termination, the Brand's right to create or activate new Campaigns ends. Collabor may retain or provide access to records for a limited period, complete authorised payment actions, recover amounts owed and delete data in accordance with its retention policy and legal obligations.

Clauses intended by their nature to continue—including payment, disputes, confidentiality, intellectual property, data protection, liability, indemnity, governing law and general provisions—survive termination.

25. Changes to this Agreement

Collabor may update this Agreement for legal, regulatory, security, provider, product or commercial reasons. We will give reasonable advance notice of material changes by email or through the Platform where practicable.

A change will not retrospectively alter the agreed Creator Fee or release rules for an already activated Campaign unless required by law, the Payment Provider, or agreed by the Brand and Creator. If the Brand does not accept a material change, it may stop creating new Campaigns and terminate after existing obligations are completed.

26. Notices

Collabor may send notices to the email address associated with the Brand Account or through a prominent Platform notification. Notices are treated as received when sent, unless the sender receives a delivery failure.

Notices to Collabor must be sent to the legal-notice email address most recently published on the Platform and, for formal legal proceedings where required, to its registered office.

The Brand must keep its legal name, address and notice email current. An Agency must also retain current client authority and contact records.

27. Governing law and courts

This Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales.

The courts of England and Wales have exclusive jurisdiction over disputes between Collabor and the Brand, except that Collabor may seek interim, protective or enforcement relief in any court of competent jurisdiction. Nothing in this clause overrides mandatory law that applies notwithstanding the parties' choice of law.

A dispute between a Brand and Creator is governed by their Brand Contract. Collabor is not required to participate merely because the Platform was used, although Collabor may provide records where lawful and properly requested.

28. General

Neither party is liable for delay caused by events beyond its reasonable control, except that this does not excuse payment obligations for amounts already due.

The Brand may not assign or transfer this Agreement without Collabor's prior written consent. Collabor may assign it to a group company or in connection with a merger, financing, reorganisation or sale of all or substantially all of the relevant business, provided this does not materially reduce the Brand's rights.

Collabor may use subcontractors and service providers but remains responsible for its obligations under this Agreement, subject to its terms.

No failure or delay to exercise a right is a waiver. If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the remainder will continue.

Nothing creates a partnership, joint venture, employment, fiduciary or agency relationship between Collabor and the Brand. No third party has rights under the Contracts (Rights of Third Parties) Act 1999 except an indemnified person under clause 23, who may enforce that clause.

This Agreement, the documents expressly incorporated into it and any signed commercial order form constitute the entire agreement between Collabor and the Brand concerning the Platform. Each party acknowledges that it has not relied on a statement not set out in those documents, without limiting liability for fraud.

If translated, the English version prevails to the extent permitted by law. Electronic acceptance, records and communications may be used as evidence of agreement and instructions.

Schedule 1 — Cancellation and dispute summary

This summary does not replace clauses 9–11. If there is a conflict, those clauses prevail.

Event | Default treatment | Evidence and qualification

:-: :-: — :-:

Before Creator activation: Brand may cancel or renegotiate; no Creator Fee is allocated. — Provider charges may be non-refundable.

Brand cancels after activation without Creator breach: Completed work remains payable; Creator may receive compensation ordinarily equal to 10% of the uncompleted Creator Fee. — Final allocation reflects Campaign terms, work, expenses and communications.

Creator misses deadline: Brand may extend or request cancellation. — Collabor may allocate for work already completed.

Creator cancels without justification: Unearned funds returned; Brand may receive up to 10% compensation where permitted by Creator Terms. — Must reflect reasonable loss and not operate as a penalty.

Brand requests revisions: Release paused during a specific, good-faith revision request. — Request must identify an unmet Campaign requirement.

Brand does not respond: Deemed approval after seven calendar days; Creator may also open a ticket. — Creator must submit through the Platform with required evidence.

Social platform removes content: No automatic refund or release reversal. — Responsibility depends on cause, Brand Contract and minimum live period.

Chargeback: Brand remains liable unless caused by Collabor or provider determines otherwise. — Platform dispute process must not be bypassed.

Schedule 2 — Documents incorporated by reference

This Agreement should be read alongside:

- Payments and Payout Protection Policy;
- Full Platform Privacy Notice and Creator Discovery Data Notice;
- Cookie 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

the applicable Payment Provider Terms.