

Longa Money User Agreement

User Agreement

Longa Money operates <http://www.longamoney.com> (the "Site"). This User Agreement describes the terms and conditions which you accept by using our Services.

In This User Agreement:

"Account" means the account associated with your email address.

"Influencer" means a User that offers and provides influencer services or identifies as an influencer through our Applications. A User may be both a Marketer/ Advertiser and an Influencer under this agreement.

"Brands" or "Marketer/Advertiser" means anyone that hires influencers via Longa Money.

"Longa Money", "LM", "we", "our", "company" or "the company" or "us" refers to Longa Money™

"Inactive Account" means a User Account that has not been logged into for a 6-month period, or other period determined by us from time to time.

"Content" means software (including machine images), data, text, audio, video, images or other content.

"Service" means each of the services made available by us or our affiliates

"Intellectual Property Rights" means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

"Payment" means a payment made by us to the Users for the provision of influencer services.

"Campaign" or "Job" means a job offered or awarded by Longa Money via the LM application

"User" "content creator", "you" or "your" means an individual who visits or uses the application, including via the API.

"User Contract" means: (1) this User Agreement; (2) the LM Privacy Policy; (3) the Code of Conduct as amended from time to time (4) any other contractual provisions accepted by both the Advertiser and Influencer, to the extent not inconsistent with this User Agreement and LM Privacy Policy ; (5) the Campaign terms as awarded and accepted on the application, to the extent not inconsistent with the User Agreement and the LM Privacy Policy; and (6) any other material incorporated by reference from time to time.

"Application", "Platform", "Web App", "the Site" or "App" means the application operated by Longa Money™ and available at longamoney.com, any iOS App and any Android App, or API or other access mechanism. and any of its regional or other domains or properties, and any related LM service, tool or application, specifically including mobile web.

Overview

By accessing the Application, you agree to the following terms with Longa Money.

We may amend this User Agreement and any linked information from time to time by posting amended terms on the Application, without notice to you.

The Application is an online venue where Users buy and sell Influencer Services and items. Influencers must register for an Account in order to sell Influencer Services. The Application enables Users to work together online to complete Campaigns, and to make use of the services that we provide.

We may, from time to time, and without notice, change or add to the Application or the information, products or services described in it. However, we do not undertake to keep the Application updated. We are not liable to you or anyone else if any error occurs in the information on the Application or if that information is not current.

Scope

Before using the Application, you must read the whole User Agreement, the Application policies and all linked information

You must read and accept all the terms in, and linked to, this User Agreement, the Longa Money Privacy Policy and all Application policies. By accepting this User Agreement as you access our Application, you agree that this User Agreement will apply whenever you use the Application, or when you use the tools, we make available to interact with the Application. Some Applications may have additional or other terms that we provide to you when you use those services.

Eligibility

Longa Money services are not directed to children and Longa Money does not knowingly collect personally identifiable information from Children. Any access and/or use of our platform and/or the services (or any part thereof) by any User who is not of legal age to form a binding agreement with Longa Money, or by any User who is otherwise legally prohibited or unauthorized to form a binding agreement with Longa Money under any applicable law, is in violation of these terms of use.

You represent to us that you are lawfully able to enter into this Agreement (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

You will not use the Application if you:

- are not able to form legally binding contracts;
- are under the age of 13;
- are suspended from using the Application

All user accounts are associated with individuals. Login credentials should not be shared by users with others. The individual associated with the account will be held responsible for all actions taken by the account, without limitation.

We may, at our absolute discretion, refuse to register any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.

Content Creator Account and Profile

In order to access the platform and to use our services as a Content Creator, User shall submit all the information required for the creation User account on the designated field in the App. For the creation of a Content Creator Account, User must sign-up by providing the following information, as may be amended by Longa Money from time to time: User's name, email, User's field of interest/activity, gender, date of birth, address, phone number. Also, User must create a password to access User's Content Creator Account.

By submitting the information to Longa Money, User represents and warrants that: (i) it shall use the Account solely in accordance with the Terms and any applicable law; (ii) any information provided to Longa Money by User is correct and updated; (ii) User's Account and password is personal to User, and User agrees not to provide any other person with access to the platform and/or services using User's Account or password; (iii) User shall notify Longa Money immediately of any unauthorized access to or use of User's Account or password or any other breach of security at.

Longa Money may at its sole discretion accept User's request to open a User's Account. In case Longa Money decides to let User open an Account, Longa Money shall send User an email ("Account Confirmation Email") and provide User with access to its Content Creator Account, including without limitation, access to User's inbox ("Inbox"), and User's personal profile which may be filled in by User and which will be visible to other Content Creators and Advertisers ("Profile"). A User that has received an Account Confirmation Email is referred to herein as a "Content Creator".

Content Creator Information.

Content Creator may fill in the Profile with the following information, as may be amended by Longa Money from time to time: Content Creator's name, email, date of birth, gender, address, interest categories ("Content Creator Information"). By submitting Content Creator Information to the Profile, Content Creator acknowledges that Longa Money is under no obligation to edit or control any Content Creator Information and will not be in any way responsible or liable for any Content Creator Information. Although Longa Money has no obligation to screen, edit or monitor any of the Content Creator Information, Longa Money explicitly reserves the right, at its sole discretion, to remove, edit, or block without giving any prior notice, any Content Creator Information available on the Profile, at any time and for any reason, and Content Creator is solely responsible for creating backup copies of Content Creator Information.

Longa Money will not bear any liability for any loss, damage, cost, or expense that Content Creator may suffer or incur as a result of or in connection with uploading any Content Creator Information, and Longa Money is not responsible or liable to any third party (including Advertisers) for the content or accuracy of any Content Creator Information posted by Content Creator or any other user of the platform and/or services. Content Creator is solely responsible for its Content Creator Information and the consequences of posting or publishing such Content Creator Information on the Profile, in any way.

Content Creator represents and warrants that Content Creator is the rightful owner of the Content Creator Information Content Creator uploads to the Profile or that Content Creator has (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such consent, and that such content does not infringe any third party's intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights.

Without derogating from the above, Content Creator expressly agrees that the Content Creator Information that User posts or uploads will not include (i) any spam, unsolicited promotions, advertising, contests or raffles; (ii) content which is unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iii) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (iv) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (v) content that might reasonably pose a risk to a person's safety, security or health. The above examples of unlawful and prohibited content do not constitute an exhaustive list.

Placing a Bid

Users may review Campaigns on the platform

In User's Inbox user may receive certain personal invitations from Advertisers to post a Bid for a certain Campaign.

In case User wishes to place a Bid for a certain Campaign, User may upload certain content and present its Content Creator Services for each of the Campaign documents in the designated field in the App.

By submitting a Bid, User acknowledges and warrants that: (i) the Bid constitutes an offer to provide certain content in favor of a certain product and/or brand; (ii) user is able and authorized to perform the Content Creator Services, as presented in the Bid; (iii) User is the rightful owner of the Content Creator services or that Content Creator has (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such consent, and that such content does not infringe any third party's intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights; (iv) Advertiser/LM may consider, accept, or reject each Bid, at its sole discretion; (v) Content Creator submits a Bid and (if Advertiser/LM accepts such Bid) enters into an agreement with Advertiser, at Content Creator's sole risk; and (vi) User's Bid and the Content Creator services presented therein complies with any applicable law.

In case Advertiser/LM accepts the Bid, User shall receive an acceptance notification ("Acceptance Notification").

After receiving the acceptance notification Content Creator will be able to communicate with the Advertiser/LM through the platform. User's undertakes and warrants that it will not, and will not attempt to communicate with the Advertiser outside the platform during the Campaign.

If Content Creator receives an acceptance notification, Content Creator shall perform the Content Creator services, in accordance with its Bid, the Terms and any applicable law, in Content Creator's social media accounts. Content Creator shall subsequently copy the link to each post in Content Creator's social media accounts, and post such link back in the App.

When performing the Content Creator services, Content Creator acknowledges, represents and warrants: (i) not to (directly or indirectly) refer to any competitor of Advertiser or Longa Money; (ii) not to provide any content of a defamatory, obscene, offensive, violent or violence-inciting nature in Content Creator's social media accounts, or that is political, racist, xenophobic or generally in any way contrary to any applicable law; (iii) Content Creator shall be liable for any violation of the Terms and/or any applicable law; (iv) that the performance of the Content Creator services and the entering into the advertiser agreement by Content Creator does not violate any rights of any third party, and/or any agreement the Content Creator is a party to; (v) that Content Creator shall grant Longa Money an irrevocable perpetual license to use such Content Creator services for Longa Money's use, including but not limited for case studies; and (vi) that Longa Money will not be liable in any way for the Content Creator services performed by Content Creator.

Linking Accounts

The platform provides Content Creator with the option to link its social media accounts with its Longa Money User Account. By linking LM User Account with Content Creator's social media accounts, Content Creator acknowledges, warrants and undertakes that (i) Content Creator's social media accounts are not governed by these terms and conditions, but are governed by each social media site's own terms of use, privacy policies, and/or other policies ("Third Party Policies"); (ii) Content Creator will review and comply with such Third Party Policies, and, amongst others, make sure that each such link is in compliance with the respective Third Party Policies; and (iii) Longa Money shall not be liable in any way for any non-compliance or violation by Content Creator of any Third Party Policies and/or applicable law.

Consideration

In consideration for the performance of the Content Creator services the Content Creator shall be paid by Advertiser/LM in the amount and in accordance with the payment terms provided in the Campaign. It shall be clarified that Content Creator shall not be paid for any expenses, unless pre-approved in writing by Advertiser/LM.

Indemnity

User agrees to defend, indemnify and hold harmless Longa Money, its affiliates and each of their respective officers, directors, employees, agents from and against any and all claims, suits, losses, damages (actual or consequential), liabilities, costs, fees and expenses (including reasonable attorneys' fees) arising out of or related to (i) third party claim with respect to the User's use of the platform, and/or the Services infringe the intellectual property or other rights of a third party; and/or (ii) User's acts or omissions under the Terms; and/or (iii) User's breach of any representation, warranty, obligation or covenant under the Terms; and/or (iv) User's gross negligence or willful misconduct; and/or (v) User's access to or use of the platform and/or services.

Disclaimer of Warranties

The platform and/or the services, including but not limited to Longa Money analysis, are provided "as is" and "as available" without warranty of any kind, either express or implied, including without limitation any warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement, and Longa Money expressly disclaims all warranties and conditions of any kind, express or implied, to the extent allowed by applicable law. User's use of the platform and/or the services is at the user's sole discretion and risk, and the user is solely responsible for any damage that may arise from such use. Longa Money makes no warranty or guarantee that user's use will be uninterrupted, timely or error free, or that any errors on the platform will be corrected.

Confidentiality

All data to which User has gained access to or will gain access to (including but not limited to Longa Money data) or will be disclosed by Longa Money, either directly or indirectly, in writing, orally, by any kind of media, or by inspection of tangible objects, is the "Confidential Information" of Longa Money and proprietary to Longa Money, unless User can demonstrate that such data: (a) was already known to User, other than under an obligation of confidentiality, at the time of disclosure; (b) was generally available in the public domain at the time of disclosure to User; (c) became generally available in the public domain after disclosure other than through User's act or omission; (d) was subsequently lawfully disclosed to User by a third party without any obligation of confidentiality; or (e) was independently developed by User without use of or reference to any information or materials disclosed by Longa Money, as can be proved by User. User may use this Confidential Information only as expressly permitted hereunder and User may not share the Confidential Information with any third party other than as required by a court, a regulator or otherwise under applicable laws.

Availability of the Platform and/or Services

Longa Money will make reasonable commercial efforts to keep the platform and/or services operational during normal business hours. However, Longa Money might have to change, suspend, or discontinue any aspect of the platform and/or services, or any part thereof, at any time, including the availability of the platform and/or the services. Longa Money reserves the right to update and make operational modifications to the platform at any time. These updates and operational modifications to the platform may make access to the services momentarily unavailable. User acknowledges that it is normal to have a certain amount of system downtime and agrees not to hold Longa Money liable for the consequences of any interruptions and/or suspensions.

Without derogating from the generality of the above, Longa Money may impose limits on certain features and services or restrict User's access to parts of or the entire platform, terminate or limit any use of the platform, if User violates these terms of use, or if Longa Money otherwise objects to User's use of the platform and/or services, at Longa Money's sole discretion.

Terms of Use

- You may access and use our Services in accordance with this Agreement. You will adhere to all rules, and regulations applicable to your use of our Services.
- You must not:
 - i. Use our Application in any way or take any action that causes, or may cause, damage to the Application or impairment of the performance, availability or accessibility of the Application;
 - ii. use our Application in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - iii. use our Application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - iv. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Application without our express written consent;
 - v. access or otherwise interact with our Application using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - vi. violate the directives set out in this User Agreement for our Application; or
 - vii. use data collected from our Application for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- You must ensure that all the information you supply to us through our Application, or in relation to our Application, is true, accurate, current, complete and non-misleading.
- Use on behalf of organisation:
 - i. If you use our Application or expressly agree to these terms and conditions in the course of a business or other organizational project, then by so doing you bind both: yourself; and the person, company or other legal entity that operates that business or organizational project, to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.
- Service rules:
 - i. You must not use our Application to advertise, buy, sell or supply physical products, intangible products or downloadable products
 - ii. You must not advertise, buy, sell or supply through or in relation to our Application any service that:
 - a) breaches any law, regulations or code, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law
 - b) involves the supply, distribution or publication of any material that would, if published on our Application by you, contravene the provisions of this Agreement;
 - c) relates to drugs, narcotics, steroids or controlled substances; relates to pornography or obscene, indecent or sexually explicit materials; encourages or facilitates criminal acts or civil wrongs; or encourages or facilitates the infringement of any intellectual property right;
 - d) provides information about other social marketing agencies or any advertising organizations around the world; or
 - e) Bypasses our Application and takes advantage of it in any way.
- You agree that a contract for the supply of a service or services will come into force between you and Longa Money, and accordingly that you commit to supplying the relevant service or services, in the following circumstances: once the service provider (Influencer) is logged in , he / she can bid for the campaign; bids will be reviewed and influencer selected for campaign. the influencer must create his/her post proposal in our Application for review; after confirmation, the influencer is obligated to upload the exact agreed upon content (including description field and hashtags) as confirmed, to his personal agreed upon social media account. We will pay the influencer with the money agreed, after 30 days from date campaign was completed.
- Notwithstanding any terms agreed between LM and a service provider, the following provisions will be incorporated into the contract of for the supply of services between LM and the service provider:

- i. the price for the services will be as stated in the relevant service listing;
 - ii. appropriate means of provision of services must be used by the service provider;
 - iii. services must be provided with reasonable care and skill and must conform in all material respects to the description of the services in the service listing and any other description of the services made available by LM to the influencer;
- You undertake to comply with the agreed terms and conditions of campaigns
- If you dispute any payment made by us, you must contact us immediately and provide full details of your claim
- In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our Application for storage or publication on, processing by, or transmission via, our Application.
 - i. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.
 - ii. You grant to us the right to sub-license the rights licensed under (i)
 - iii. You grant to us the right to bring an action for infringement of the rights licensed under (i)
 - iv. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
 - v. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content
- You warrant and represent that your content will comply with these terms and conditions
- Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - i. be libelous or maliciously false;
 - ii. be obscene or indecent;
 - iii. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - iv. infringe any right of confidence, right of privacy or right under data protection legislation;
 - v. constitute negligent advice or contain any negligent statement;
 - vi. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - vii. be in contempt of any court, or in breach of any court order;
 - viii. be in breach of racial or religious hatred or discrimination legislation;
 - ix. be blasphemous;
 - x. be in breach of official secrets legislation;
 - xi. be in breach of any contractual obligation owed to any person;
 - xii. depict violence in an explicit, graphic or gratuitous manner;
 - xiii. be untrue, false, inaccurate or misleading;
 - xiv. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - xv. constitute spam;
 - xvi. be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
 - xvii. cause annoyance, inconvenience or needless anxiety to any person.
- Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

- You must not use our Application to link to any Application or web page consisting of or containing material that would, were it posted on our Application, breach the provisions of these terms and conditions
- You must not submit to our Application any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- Save where expressly requested or permitted by us to do so, you must not add any information to our Application that may facilitate direct communications with other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, personal Application URLs and social networking profile URLs).
- If you learn of any unlawful material or activity on our Application, or any material or activity that breaches these terms and conditions, please let us know by contacting our support
- We do not warrant or represent:
 - i. the completeness or accuracy of the information published on our Application;
 - ii. that the material on the Application is up to date; or
 - iii. that the Application or any service on the Application will remain available.
- We reserve the right to discontinue or alter any or all of our Application services, and to stop publishing our Application, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Application services, or if we stop publishing the Application
- You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our Application or any breach by you of any provision of these terms and conditions.
- Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - i. send you one or more formal warnings;
 - ii. temporarily suspend your access to our Application;
 - iii. permanently prohibit you from accessing our Application;
 - iv. block computers using your IP address from accessing our Application;
 - v. contact any or all of your internet service providers and request that they block your access to our Application;
 - vi. commence legal action against you, whether for breach of contract or otherwise;
 - vii. suspend or delete your account on our Application; and/or
 - viii. Claim for payment to our Application according to your last activities.
- Where we suspend or prohibit or block your access to our Application or a part of our Application, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).
- We have no control over third party Applications and their contents, and subject to this agreement we accept no responsibility for them or for any loss or damage that may arise from your use of them
- Longa Money website, application, videos and all media content, our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights
- You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions
- If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- A contract under these terms and conditions is for our benefit and your benefit and is not

intended to benefit or be enforceable by any third party.

- Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of South Africa
- These terms and conditions are available in the English language only.
- This Application is owned and operated by Longa Money (Pty) Ltd
- We are registered in South Africa under the South African Company's Act of 2008
- Governing Law; Jurisdiction. These terms of use will be governed by and construed according to the laws of the Republic of South Africa, without reference to its conflict of laws provisions. The parties agree to submit to the personal and exclusive jurisdiction of the courts in South Africa.

Contact Us

If you have any questions about this Privacy Policy, please reach us.

info@longamoney.com

Instagram - @Longa_Money

Twitter - @LongaMoney

Facebook: Longa Money