

## **GTC BlogBar for Influencer**

### **§ 1 General provisions**

-1- The BlogBar Digital Network UG (haftungsbeschränkt), Krausstr. 1, 63897 Miltenberg, Germany (in the

The following: "BlogBar"), represented by the managing director Axel Sommer, operates an online marketplace (hereinafter "Marketplace") on the website <https://www.blogbar.eu> (email: [cheers@blogbar.eu](mailto:cheers@blogbar.eu)), through which companies and agencies (hereinafter "Companies") can post cooperation offers for product placement/advertising and for the execution of which users (hereinafter "Influencers" (m/f/d)) of the Marketplace can apply upon proper registration. In addition, BlogBar offers companies a search engine which enables them to identify the influencer that is right for them by means of various filter options and to contact them directly for advertising cooperations. Influencers can be both consumers within the meaning of § 13 BGB (German Civil Code) and entrepreneurs within the meaning of § 14 BGB (German Civil Code).

-2- These GTC apply to the use of the BlogBar network by the influencer. Deviating, conflicting or supplementary conditions will only become part of the contract if Blogbar has expressly agreed to their validity. Individual agreements between BlogBar and influencers take precedence over these GTC. In this case, a written contract or written confirmation must be prepared.

### **§ 2 Registration and use of the website**

-1- The use of the website is free of charge for the influencer. To use the BlogBar Network as an influencer, you must register and create a user account. BlogBar provides each influencer with only one user account, which can be accessed via a personal password. This password may not be passed on to anyone other than a representative registered with BlogBar (see paragraph -3-) or the user account may not be transferred to third parties. In addition, the influencer must adequately protect the password against unauthorized access by third parties.

-2- In order to set up a user account, the influencer must truthfully enter at least the required mandatory data. Mandatory data are first and last name, full address, date of birth and a valid email address. The influencer is obliged to always keep his mandatory data up to date. For this purpose, he can view, edit, change and delete them at any time in his user account. In addition, the influencer must provide complete social media statistical data for at least one social media channel when registering on BlogBar so that interested companies can see whether the influencer is a suitable cooperation partner for them. In addition, BlogBar can collect additional data that companies need to make a decision about cooperation with the influencer. Should the data be incomplete or incorrect, BlogBar reserves the right to exclude the influencer from the BlogBar network. BlogBar has the right, but not the obligation, to verify the accuracy of the influencer's data.

-3- The influencer may be represented by an agency when registering/using BlogBar. In this case the agency is obliged to prove its power of representation by a written power of attorney. The user account will only be activated after the power of attorney has been received by BlogBar. The influencer agency is then obliged to truthfully provide the required data of the influencer, such as statistical data, name, date of birth and email address. Influencer agencies can also react to marketplace entries on behalf of the influencer and submit applications for the influencer.

-4- If the influencer has not yet reached the age of 18, the consent of his parents or legal representatives is also required. This must be proven by sending a written declaration. The user account will not be activated until BlogBar has received the declaration of consent.

-5- After entering the mandatory data, the influencer must accept the validity of the GTC and the data protection declaration by ticking the appropriate box and click on the "Complete registration" button. By clicking the button, the Influencer makes a binding offer to conclude a contract for the use of the BlogBar Network and transmits the entered data to BlogBar. After transmission of the entered data BlogBar sends an email (registration confirmation) to the email address deposited by the influencer to complete the registration. By clicking on the contained link, the influencer confirms that he is the person actually entitled (so-called double opt-in procedure) and completes the registration. However, a legally binding contract is not yet concluded as a result of this.

-6- When transmitting data, the influencer must ensure that he does not transmit any content containing viruses, Trojans or other malware that could damage the system of BlogBar. In the event of culpable infringement, the Influencer undertakes to compensate BlogBar for any damage.

-7- BlogBar has the right to change the terms and conditions during the contract period. In this case the Influencer receives the changed GTCs in text form by email. If the influencer does not object to the changes within six weeks of receipt of the amended GTC, the changes shall be deemed accepted. The influencer will be informed again of this period in the event of a change to the GTC. If the influencer objects to the changes, BlogBar has the right to terminate the contract and exclude the influencer from using its network.

### **§ 3 Conclusion of contract and services of BlogBar**

-1- BlogBar reserves the right to review the Influencer before the end of the session and to decide at its sole discretion whether or not to authorize use of the BlogBar Network. There is no entitlement to participation, registration or activation for the website before the conclusion of the contract.

Admission to use the network does not mean that the user has any legal claim against BlogBar for possible contact by companies and/or for the conclusion of cooperations with companies. BlogBar's responsibility is limited to providing the technical requirements for the use of the BlogBar Network.

-2- BlogBar makes every effort to make the online platform available to users without interruption. However, the users have no claim to an uninterrupted use of the online platform. In particular, maintenance, security and capacity concerns as well as events beyond the control of BlogBar (e.g. disruptions of public communication networks, power failures, etc.) may lead to short-term disruptions or temporary suspension of the online platform.

-3- BlogBar provides a marketplace or search engine and does not act as an intermediary. For contents and offer is responsible the enterprise, which stopped a co-operation offer on the market place. The influencers must regularly keep themselves up to date and search for suitable offers.

4- The offers published on the BlogBar marketplace represent non-binding offers. If the influencer finds a suitable cooperation offer, he can apply directly to the company using the contact details provided by the company. BlogBar does not accept offers and does not forward them.

-5- There is no legal claim against BlogBar for the correctness of the published contact data, campaign description, conditions and general conditions. The correctness of the information is the responsibility of the companies.

-6 A requirement of the Influencer on attaining of incomes over the BlogBar network does not exist and is not assured by BlogBar also expressly.

-7- The application for a cooperation offer made by companies does not mean that the user has any legal claim against BlogBar for an answer by companies and/or for the actual conclusion of a cooperation with the companies. The decision over the suitable Influencer meets the enterprises alone.

-8- With the successful application and acceptance of an offer, the influencer is obliged to produce and publish the cooperation according to the offer description and/or specifications and/or agreements.

-9- Direct communication via cooperations takes place exclusively between the influencers and the companies. BlogBar will stay out of negotiations, arrangements and agreements.

#### **§ 4 Benefits of the influencer**

-1- The influencer also undertakes to BlogBar to carry out the respective order in accordance with the order and agreement and to publish it in the agreed social media channel. If the Influencer does not carry out orders properly, BlogBar reserves the right to exclude the Influencer from using the BlogBar network. The duration of the posting will be determined between the influencer and the company.

-2- The influencer will also fully comply with the statutory provisions and advertising guidelines when carrying out the agreed advertising measures and, in particular, clearly mark the advertising as such and separate the editorial part from the advertising. This includes that the corresponding labelling is carried out in the respective national language and highlighted. A "#ad" or a "#sponsored by" is not considered sufficient according to the current state of jurisdiction. All brand and product mentions made by the influencer must also be labelled. BlogBar recommends that all contributions comply with the rules of conduct of the German Advertising Council. Further information can be found at: <https://www.werberat.de/werbekodex>.

-3- The influencer himself is responsible for the content and materials he uses. He must therefore ensure that he has all rights to the content and materials used by him and in particular that the use and presentation does not infringe copyrights or other ancillary copyrights, trademark rights or other rights such as the right to his own image, the personal rights of third parties or competition law. In addition, he must comply with the criminal law applicable in the target region and refrain from disseminating content that depicts the company in a negative context or is likely to damage the reputation of the company or third parties.

#### **§ 5 Remuneration**

-1- BlogBar offers the influencer the use of his network free of charge. For the use of the BlogBar network BlogBar does not charge any fees to the influencer. There are also no commissions, agency fees, service fees or other costs or remunerations.

-2- If the use of the BlogBar Network results in a cooperation between the influencer and the company, the conditions will be negotiated directly between the influencer and the company and the remuneration will be paid directly by the company to the influencer. It is pointed out to the influencer that he may be obliged to show and pay contributions to the artist's social insurance and other obligatory points of contribution and that it is his responsibility to check and, if necessary, arrange for this himself.

#### **§ 6 Assurance and Granting of Rights**

The mutual granting and/or assignment of rights, the influencers and companies agree among themselves. BlogBar is not involved here.

#### **§ 7 Warranty and liability**

-1- BlogBar offers influencers the possibility of using the BlogBar network to conclude contracts with companies. BlogBar will make the network available according to the state of the art. This means that

there may be interruptions and/or restrictions in usability, in particular within the scope of maintenance or other service measures or due to force majeure. In the event of such interruptions, the influencer is not entitled to any compensation.

-2- BlogBar does not mediate any orders between the influencer and the company. BlogBar is therefore not liable for the payment of the company's remuneration to the influencer.

-3- BlogBar is not obliged to check the image, speech, video and text content of the influencer or the company and also does not check the content created by the influencer (video, image, speech, text content) whether they meet the requirements of the briefing. The influencer is solely responsible for the correctness of the project data, identities, etc. and content he has stored. BlogBar is also not liable for the correctness of the project data, specifications, etc. stored by the company.

-4- The influencer is informed that his liability towards the company for the quality of the material produced is based on the contractual agreements made with the entrepreneur and the applicable legal provisions.

-5- The influencer is liable to BlogBar and the companies for all damages resulting from incorrect information or a lack of information by the influencer or a representative appointed by him. In particular, any additional tax claims resulting from the violation of the obligation to disclose the value-added tax or any violation of the obligation to pay possible social security contributions including artist social security contributions, any interest or other damages, insofar as these are based on the influencer's lack of information or incorrect information, shall be borne by the influencer. The influencer shall indemnify both BlogBar and the company against any claims by third parties.

-6 - In all other respects BlogBar has unlimited liability in accordance with the statutory provisions.

- for damage to life, body and health,
- for intentional and grossly negligent breaches of duty,
- for the breach of essential contractual obligations (obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely),
- for damages covered by liability under the Product Liability Act,
- as well as in the context of any guarantees assumed by BlogBar.

BlogBar is only liable for damage to property and financial loss caused by simple negligence if the damage is typically associated with the contract and predictable. In addition, BlogBar is liable for damages that are to be compensated by BlogBar due to mandatory legal regulations. The limitations of liability also apply to the vicarious agents of BlogBar. A further liability of BlogBar does not exist.

## **§ 8 Campaign process and procedure**

-1- BlogBar offers companies/agencies the possibility to offer projects/product placement/advertising/cooperations to influencers via the BlogBar network and the BlogBar marketplace. It is necessary for the companies/agencies to provide the required information in full so that influencers can find the right cooperation for them and apply for it.

-2- Influencers can find the right campaign for them on this marketplace and apply for the campaign directly to the companies/agencies using the contact details provided. In addition, BlogBar also offers companies/agencies the BlogBar search engine via the BlogBar network, which enables companies/agencies to find the right influencer for their requirements through various filter options. For this it is necessary that the influencers provide the required information in full, so that the companies can exploit the full potential of the search engine to find the right influencer. The

companies/agencies can contact the influencers directly after the search to offer a suitable campaign/cooperation.

-3- If the company/agency accepts the influencer's application, the influencers will discuss the campaign process, framework conditions and all other details as well as conditions and remuneration directly with the company/agency. BlogBar is not involved in these negotiations.

-4- The contractual relations between the influencer and the companies/agencies with regard to individual cooperations and campaigns are initiated, concluded and fulfilled without the participation of BlogBar. The remuneration defined between the companies/agencies and influencers is owed exclusively by the respective companies/agencies and not by BlogBar.

-5- The influencer is obliged to comply with the applicable regulations of the respective social media channel when publishing the influencer content.

### **§9 Term/termination/blocking of the user account**

-1- The contractual relationship is concluded for an indefinite period and may be terminated by either party at any time and without giving reasons.

-2- The influencer may terminate the contract by deleting his user account or by sending BlogBar a written notice of termination without prior notice.

-3- The termination by BlogBar takes place only after prior notice by email and under observance of a period of notice of at least two weeks also by deletion of the user account of the influencer. It can take place in particular if

a. an influencer has increased its reach by buying or otherwise abusively increasing social media followers or has artificially increased its reach after registration,

b. has increased its likes through purchased or otherwise abusively increased social media followers or artificially increased them after registration,

c. seriously or repeatedly violates his contractual obligations.

-4- BlogBar may also temporarily block the Influencer's user account with or without prior notice if it is suspected that the Influencer has violated his contractual obligations. The influencer will be informed by BlogBar about the blocking, the reason of the blocking as well as the possibilities of an unblocking.

### **§ 10 Data protection**

BlogBar processes the personal data deposited by the influencer in accordance with the legal requirements. You can find out more about this in the data protection declaration.

### **§ 11 Final provisions**

-1- Place of performance for all obligations under this contract is the registered office of BlogBar.

-2- The business relations between BlogBar and the Influencer are subject to the law of the Federal Republic of Germany. For consumers, this choice of law only applies to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn. The validity of UN sales law and international private law is excluded.

-3- The contract language is German.

-4- Place of jurisdiction is the seat of BlogBar, as far as the Influencer Kaufmann, a legal person of the public right or a public special estate is. The same applies if a customer has no general place of jurisdiction in Germany or the residence or habitual abode at the time of filing an action is not known. However, BlogBar has the right to sue the influencer at his place of residence or business.

-5 - consumers have the possibility to use an alternative dispute resolution. The following link of the EU Commission (also called OS platform) contains information about online dispute resolution and serves as a central point of contact for out-of-court settlement of disputes arising from online sales contracts or online service contracts: <http://ec.europa.eu/consumers/odr>.

-6 - Should individual provisions of these GTC be invalid in whole or in part, the validity of the remaining provisions shall not be affected. The ineffective provisions shall be replaced, if any, by the corresponding statutory provisions.