

# BUZZTIK CREATOR TERMS OF SERVICE

V. 1.0. NOVEMBER 2024

PLEASE READ THESE buzztik CREATOR TERMS OF SERVICE CAREFULLY. THESE TERMS OF SERVICE GOVERN YOUR USE OF THE buzztik SERVICE. BY SETTING UP AN ACCOUNT AND CLICKING [I AGREE] OR USING ANY OF THE buzztik SERVICES WHICH DO NOT REQUIRE REGISTRATION, YOU AGREE TO BE BOUND BY THESE TERMS. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE buzztik SERVICE.**

## PREAMBLE AND INTRODUCTORY REMARKS

These buzztik Creator Terms of Service (hereinafter: **Terms** or **Agreement**) that are published on this page apply to all websites and services that are represented by the **buzztik** (unregistered) trademark, whereby these terms govern the setting-up, use and access to the **buzztik Service** as available to you on/through the <https://buzztik.com/> website (hereinafter also: **website**), whereby all bolded terms are further defined in point 3 of these **Terms**.

The legally binding version of these **Terms** can be found at <https://buzztik.com/tos> at any time, whereby these **Terms** represent a set of template clauses that form an agreement that may be entered into as described in point 1.1. between the following parties:

- **CLUEKIT, digitalni marketing, d.o.o.**, Podbreznik 15, 8000 Novo mesto, company reg. no.: 9084614000, Tax ID. no.: SI 92929699, Slovenia, Europe, namely the owner and supplier of the **buzztik Service** and the <https://buzztik.com/> website (hereinafter: **we, us, our** or **Provider**) who can be reached at [info@cluekit.com](mailto:info@cluekit.com) or through the messaging/contact module on our website,

- you as the **Creator** (hereinafter also: **you, your, User**) the legal entity that shall be identified as the registered user of the **Service** when you, the natural person acting as the duly authorised individual representing said entity, register an account (i.e perform the actions from point 1.1. in the name the company you represent or in your own name when acting as a **Sole Trader**, as the case may be) and are thereby bound to this **Agreement** in accordance with the terms contained herein. The aforementioned also relates to any and all **Personnel** and **Affiliates**.

Before the application of these **Terms** as described in point 1.1. you are asked to dully review, understand and get acquainted with the content of these **Terms**.

All inquiries regarding these **Terms**, pricing and payment as well as the **Service** may be directed to [info@cluekit.com](mailto:info@cluekit.com).

## 1 THE APPLICATION OF THESE TERMS

**1.1** By setting up an account and clicking [I agree] or using any part of the **buzztik Service** which does not require registration, you warrant to the **Provider**:

**a** **that you have read, understand, agree to and accepted these Terms and that you have therefore entered into a legally binding agreement with the Provider in the context of the terms and clauses contained herein, and**

**b** **that you are of legal age to form a binding contract with the Provider and that you have the authority to enter into this Agreement personally or on behalf of the company you have named as the User (or in your own name when acting as a Sole Trader), and to bind yourself or that company to this Agreement, and**

**c** **that in the context of acting as a Creator, you or the company you have named as the user shall not be using the buzztik Service as a consumer, and that you shall be thereby exclusively**

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accessing and using the buzztik Service and the <https://buzztik.com/> website as a Creator that is conducting his/its professional or business activities, and

**d** that you have also read and agree with the fact, that in terms of personal data processing as it relates to the Service, the Provider shall be deemed as the Controller of Personal data that shall be sent, transmitted or transferred to the Provider by you directly or through the use of the buzztik Service or the <https://buzztik.com/> website for the performance of the Service, whereby said data may be shared with Clients. For more information on how we process personal data, please see our privacy policy at <https://buzztik.com/privacy/>.

**1.2** If you do not agree to these Terms you are not authorised to validly register an account with us as a Creator and you must immediately stop using the Service in this capacity.

## **2 CHANGES**

**2.1** We may change these Terms at any time by notifying you of the change by email or by posting a notice on the <https://buzztik.com/> website. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring that you are familiar with the latest Terms. By continuing to access and use the buzztik Service and the <https://buzztik.com/> website from the date on which the Terms have been changed, you agree to be bound by the changed Terms.

**2.2** These Terms had last been updated on the 1<sup>st</sup> of November 2024.

## **3 INTERPRETATION**

**3.1.** Regardless of whether written in bold or whether capitalised or not, the terms stated below shall have the following meaning in the context of this Agreement:

**Agreement** (also Terms) shall mean the terms contained herein and shall be deemed as legally concluded between the Provider and you once you register your Creator account. The aforementioned also relates to your Affiliates.

**Affiliate** shall mean in respect of the User and his legal entity, any other legal entity or private person controlling the User or being controlled by the User, or acting under the direct influence or instructions of the User, whereby Controlling or Controlled by shall mean the possession, directly or indirectly, solely or jointly with another person, of power to direct or cause the direction of the management or policies and actions of a legal or natural person (whether through the ownership of securities, other shareholders, partnership or ownership interest, by establishing total or partial identity of individuals in management, by contract or otherwise).

**Applicable legislation** shall mean but not be limited to any and all applicable EU and national laws and other statutes, rules, regulations and codes, as they may apply to the use and the consequences of use of the buzztik Service by the User in the country where the User or his legal entity is established or operates or where the Client or other effected business entities have their registered office or where natural persons reside, as amended, replaced or superseded from time to time. Applicable legislation shall also mean but not be limited to any and all USA equivalents of such laws (e.g. the California Consumer Privacy Act (CCPA), the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, the Children's Online Privacy Protection Act (COPPA), as well as relevant EU regulations (e.g. Regulation (EU) 2016/679 of the European Parliament (GDPR) and directives (e.g. the Electronic Communications Directive 2002/58/EC (the ePrivacy Directive)), codes of conduct and industry standards, as amended, replaced or superseded from time to time.

**buzztik Service** (also Service) shall mean the software program / mobile application (regardless of version or trial status) with the core functionality as described on the <https://buzztik.com/> website, as the

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website is updated from time to time, whereby the software is the proprietary intellectual property of the **Provider** and is made available to you and via the <https://buzztik.com/> website or by way of download and integration of the **buzztik** mobile application via the corresponding link or app store.

**buzztik Creator Terms of Service** shall mean this document that governs the paid or gratuitous use of the **Service** by **Creators**, which can be found at <https://buzztik.com/privacy/>.

**Creator** (also **you, your, User**) shall mean the legal entity that shall be identified as the registered user of the **Service** when you, the duly authorised individual representing said entity, register an account (i.e. perform the actions from point 1.1. in the name the company you represent or in your own name when acting as a **Sole Trader**) is bound to this **Agreement**.

**Consent** shall mean any freely given, specific, informed and unambiguous indication of the **Data subject's** wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her, as provided for by Article 4 of the **GDPR** or by any other relevant **Applicable legislation**.

**Controller** shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of **Personal data**, as provided for by Article 4 of the **GDPR** or by any other relevant **Applicable legislation**. Please note, that even in the event that you are not in fact the **Controller** of **Personal data** that you are using or wish to use in connection with the **Service**, you expressly warrant and represent to the **Provider**, that you have the necessary legal grounds and have obtained the required consent for the processing of the **Data subjects Personal data** in connection with your use of the **Service** from the actual **Controller** of said **Personal data**.

**Consumer** shall have the meaning from the **Consumer Rights Directive 2011/83/EU (CRD)** or any other applicable meaning from the **Applicable legislation**.

**Confidential Information** shall mean any information that is not public knowledge and that is obtained from the other **Party** in the course of, or in connection with, the provision and use of the **buzztik Service**. Our **Confidential Information** includes all **Intellectual Property** owned by us (or our licensors), including the proprietary **Service**, its code, texts, databases and other copyrights.

**Client** shall mean a natural or legal person who has registered a **Client** account and pays for (or is gratuitously allowed, as the case may be) to use **Your Copyright** through the **buzztik Service** or the <https://buzztik.com/> website in accordance with the **Terms** that are set out herein and the **buzztik Client Agreement**.

**Creator Earnings** shall mean the applicable payment amount that corresponds to **Client** usage of **Your Copyright** via the **Service**, as listed at the time of use on creator contracts, as may be updated from time to time in accordance with paragraph 7 of these **Terms**.

**Free Trial** shall mean the gratuitous test period of the **Service**, as may be offered on <https://buzztik.com/> from time to time.

**Force Majeure** shall mean an event that is beyond the reasonable control of a **Party**, excluding an event to the extent that it could have been avoided by a **Party** taking reasonable steps or reasonable care.

**Including** and similar words do not imply any limit.

**Intellectual Property Rights** shall mean all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics in the **Service** or on <https://buzztik.com/> as well as possible trademarks, service marks, and logos contained therein, which are owned or controlled by the **Provider** or our **Clients**, or are licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Republic of Slovenia,

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international copyright laws, and international conventions. The above-mentioned intellectual property and copyrights on the <https://buzztik.com/> website and the **buzztik Service** are provided on a “AS IS” basis for your information and personal use only.

**Objectionable** includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

**Provider** (also **we, us** or **our**) shall mean **CLUEKIT, digitalni marketing, d.o.o.**, Podbreznik 15, 8000 Novo mesto, company reg. no.: 9084614000, Tax ID. no.: SI 92929699, Slovenia, Europe, the owner and supplier of the **buzztik Service** and the <https://buzztik.com/> website who can be reached at [info@cluekit.com](mailto:info@cluekit.com) or through the messaging application on the aforementioned website.

**Personal data** shall mean any information relating to an identified or identifiable natural person (also **Data subject**), whereby an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as provided for by Article 4 of the **GDPR** or by any other relevant **Applicable legislation**.

**Processor** shall mean a natural or legal person, public authority, agency or other body which processes **Personal data** on behalf of the **Controller**, as provided for by Article 4 of the **GDPR** or by any other relevant **Applicable legislation**.

**Privacy policy** shall mean the information to be provided to the **Data subject** where **Personal data** are collected from the **Data subject**, as provided for by Article 13 of the **GDPR** or by any other relevant **Applicable legislation**, whereby said policy will be available on <https://buzztik.com/privacy/>.

**Person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

**Personnel** includes officers, employees, contractors, affiliates and agents of the **User**.

**Party** shall mean either the **Creator** or the **Provider** whereby the term also includes that **Party's** permitted assigns.

**Start Date** shall mean the date that you set up an account/first use the **buzztik Service** as a registered **Creator** under these **Terms**.

**Sole Trader** shall mean self-employed person, (i.e. a natural or “physical person”) who conducts his business activities without forming a separate legal business entity but still meeting any and all legal requirements for the legal performance of work/business activities, as set out in **Applicable Law**.

**Terms of Service** (also **Terms** or **Agreement**) shall mean this document.

**Tax** (also **Taxation**) shall mean all forms of taxation, duties, imports and other charges and social and health security charges, whether direct or indirect, including corporate income tax, wage withholding tax, national social and health security contributions and employee social and health security contributions, value added tax, customs and excise duties, capital tax and other legal transaction taxes, dividend withholding tax, land taxes, environmental taxes and duties and any other type of taxes or duties payable by virtue of any applicable national, regional or local law or regulation as well as any penalty, fine, surcharge, interest, charges or costs payable in connection with any **Tax** or **Tax** related fine or procedure.

**Underlying Systems** shall mean the software, IT solutions, systems and networks (including software and hardware) which are used to provide the **buzztik Service**, including any third-party solutions, systems and networks.

**Your Copyright** shall mean all data, content, and information (including any images, videos, sound recordings, texts, graphics, Instagram photos or videos, TikTok videos or other media) which have been created by **You** as their sole author and copyright holder and have been uploaded or otherwise inputted into the **buzztik Service** under the terms of this **Agreement**.

- 3.2. Words in the singular include the plural and vice versa.
- 3.3. A reference to the **Applicable legislation** or statute includes references to regulations, orders or notices made under or in connection with such legislation, statute or regulations and all amendments, replacements or other changes to any of them.

#### **4 YOUR OBLIGATIONS**

##### **4.1 Compliance with Applicable Legislation and respecting third party copyright and intellectual property rights at all times when using the Service:**

- a **You hereby acknowledge and agree that compliance with all Applicable Legislation when accessing or using the buzztik Service or the <https://buzztik.com/> website is the sole responsibility of you as a Creator. With respect to Your Copyright you shall be solely responsible for compliance with any and all Applicable legislation that governs copyright protection and other protection of third party intellectual property.**
- b **You hereby acknowledge and agree, that the Provider bears no responsibility with regards to the form, contents, processing, acceptance, repercussions, (including and without limitation, the possible loss of data, profit, business interruptions or damages and legal fees that you and/or any other third party, be it a natural or legal entity, might incur as a result of your use of the Service) and the overall legality of Your Copyright, which you input, store or otherwise make available via the Service. You shall be solely responsible for respecting any and all copyrights or intellectual property rights of third parties in connection with Your Copyright and hereby acknowledge and agree, that you are the creator and sole owner of any and all copyrights or intellectual property rights that you input, store or otherwise upload to the Service.**
- c **You hereby acknowledge and agree, that the Provider does not suggest, monitor, inhibit or in any other way influence the contents, form and overall legality of Your Copyright which you input, store or otherwise make available via the Service to Clients, and does not warrant or guarantee the results, accuracy, legality and conformity to Applicable Legislation with regards to your use of the Service or in connection with Your Copyright.**
- d **You hereby acknowledge, agree and warrant under civil liability to the Provider, that during your use of the Service (i.e prior to creating, uploading, inputting or otherwise making Your Copyright available to Clients via the Service) that you are the creator and sole copyright owner of Your Copyright and that you have all of the required rights to use Your Copyright in connection with the Service.**
- e **You also hereby acknowledge and agree, that the Provider shall not be held liable by you or any third-party in connection with your use of the Service and that you shall indemnify the Provider and hold him harmless regarding any and all third-party claims, that are connected with your breach of this Agreement or your obligations under this point 4.1. or any other applicable obligations, that stem from these Terms or any Applicable Legislation.**

##### **4.2 Other requirements and restrictions regarding the content of **Your Copyright****

- a You hereby acknowledge, agree and warrant under civil liability to the **Provider**, that **Your Copyright**, which you input, store or otherwise make available to **Clients** via the **Service** shall respect all **Applicable Legislation** requirements regarding advertising or marketing materials, or requirements in relation to the creation and posting/distribution of promotions and that it shall

contain all of the necessary information and disclosures that are required in order to lawfully advertise goods and services to **Consumers** with the intent to induce the purchase of goods or services or to solicit a charitable contribution.

**b** **You hereby acknowledge, agree and warrant under civil liability to the Provider, that Your Copyright shall in no way contain, mention, direct to, advocate, illustrate, condone, link, share, promote, market, advertise, solicit, store, allude to, include or result in:**

- a) these **Terms** being violated,
- b) any **Applicable Legislation** or any other national or international laws, statutes, ordinances or regulations being violated (e.g. local or international Copyright laws, International Traffic in Arms Regulations, the Modern Slavery Act of 2015, import and export rules and directives, etc.),
- c) the promotion of products or services which any **Applicable Legislation** bars from promoting,
- d) the promotion of products or services that may be deemed as unsolicited or otherwise unlawful marketing to **Consumers**,
- e) the posting/sharing of content which can be objectively identified as "SPAM",
- f) the posting/sharing of content promoting unregistered labour or the performance of unregistered services,
- g) the violation, infringement or misappropriation of **Intellectual Property Rights** of the **Provider** or the copyright or intellectual property rights of any third party,
- h) the violation of privacy rights,
- i) the posting/sharing of content deemed as false advertising and unfair competition,
- j) the posting/sharing of content deemed as racist, promoting segregation, bigotry or discriminating on the basis of age, race, sex, religion, nationality, disability or sexual orientation,
- k) the promotion of products or services that are intended to prey upon the weak, old, young, disabled or impaired,
- l) the posting/sharing of hateful, libellous, threatening, harassing, defamatory content, or content which promotes violence of any sort
- m) the posting/sharing of content relating to acts of terrorism or know terrorist groups,
- n) the posting/sharing of obscene, pornographic or indecent, vulgar, violent, offensive content,
- o) the posting/sharing of harmful data (e.g. malware, viruses, Trojan horses, Root-kits, Backdoors, MYSQL Injections, spyware, worms, etc.) as well as malicious or harmful code,
- p) the posting/sharing of fraudulent texts/images/photos/videos or other content promoting illegal MultiLevelMarketing or other illegal schemes,
- q) the posting/sharing of content relating to gambling,
- r) the posting/sharing of content relating to the use of tobacco products or alcohol,
- s) the posting/sharing of content that is intended to illegally interact or redirect traffic to crucial infrastructure providers, life-line services, police lines, safety lines, and other utility-related telephone numbers,
- t) the posting/sharing of content which is sent/uploaded by bots in order to achieve the denial of service of a third-party or the **Provider**,
- u) the posting/sharing of content that is sent/uploaded with the goal of illegally obtaining, scraping, stealing, harvesting or otherwise collecting information,
- v) the posting/sharing of content with the intent to stalk, threaten, abuse, harass, blackmail, or cause physical or psychological damage,
- w) the posting/sharing of content that is sent/uploaded with the apparent or concealed intent of feigning the identity of the sender or with the intent of impersonating a public authority, natural or legal person,

**4.3** **Should the Provider have reasonable grounds to believe that you have not complied with any or all of the obligations listed in all of the clauses in section 4, or in situations where the Provider shall be directly or indirectly notified that this is the case by a Client, a public authority, or any third party (e.g. due to copyright claims), the Provider reserves the right to suspend you from accessing and using the Service as stated in section 12, deleting Your Copyright from the Service and seeking just compensation from you for any and all damages that the Provider or any third-party might have incurred. You hereby agree that deletion of**



**your account or Your Copyright may be removed by us at any time, without notice or liability to you whereby the decision to do is in our sole discretion.**

- 4.4** The **Provider** may from time-to-time list “best-practices”, guides, templates as well as other information that might aid you in meeting your compliance obligations under these **Terms** and the **Applicable Legislation** in the **buzztik Service** or on the <https://buzztik.com/> website that may relate to your use of the **Service** and fulfilling copyright and other intellectual property requirements (e.g. blog posts, videos or image guides on how to create content and upload it to the **Service**). You hereby acknowledge and agree, that such materials are purely speculative and are in no way intended to be understood or used as legal or other material advice and that the **Provider** makes no representation or warranty with regards to such materials and information, and that no attorney-client relationship is created should you choose to use or act on such materials and information. You hereby acknowledge and agree, that the **Provider** shall not be held liable by you or any third-party with regards to your use of such materials or information.
- 4.5** You and your **Personnel** warrant, that you shall:
- a** use the **Service** in accordance with these **Terms** solely for lawful purposes which do not breach these **Terms**, any third-party copyright or intellectual property right or any **Applicable Legislation**; and
  - b** not resell or make available the **Service** to any third party, or otherwise commercially exploit the **Service** in ways which would breach these **Terms**.
- 4.6** When accessing the **Service**, you and your **Personnel** shall:
- a** not impersonate another person or misrepresent authorisation to act on behalf of others or us;
  - b** correctly identify yourself as the creator and full copyright holder in relation to **Your Copyright**;
  - c** not attempt to undermine the security or integrity of the **Underlying Systems**;
  - d** not use, or misuse, the **Service** in any way which may impair the functionality of the **Underlying Systems** or impair the ability of any other user or **Client** to use the **Service**;
  - e** not attempt to view, access or copy any material or data other than:
    - i** that which you are authorised to access; and
    - ii** to the extent necessary for you to use the **Service** in accordance with these **Terms**; and
  - f** neither use the **Service** in a manner, nor transmit, input or store **Your Copyright**, our **Intellectual Property** or any **Personal Data**, that breaches any third-party right (including the **Intellectual Property Rights** of the **Provider** and privacy rights of **Clients**) or in any way which might be **Objectionable**, incorrect or misleading.
- 4.7** Without limiting the clauses from section 4, no individual other than you as the **User** may access or use the **Service**. You may authorise any member of your **Personnel** to be a **Permitted User**, in which case you must provide us with the **Permitted User’s** name and other information that we reasonably require in relation to the **Permitted User**, so that we may keep information on him as an alternative account holder. You must procure each **Permitted User’s** compliance with clauses 4.1, 4.2, 4.3, 4.4 and 4.5 as well as any other reasonable condition notified by us to you.
- 4.8** A breach of any of these **Terms** by your **Personnel** or any **Permitted User** is deemed to be a breach of these **Terms** by you.

- 4.9** You are responsible for procuring all rights, licences, authorisations and **Consents** required for you and your **Personnel** to use the **Service**, including to use, store and input **Your Copyright** into, and process and distribute **Your Copyright** through the **Service**.
- 4.10** Except as expressly provided in these **Terms**, no part of the **buzztik Service** and the <https://buzztik.com/> website and no part of the **Intellectual Property Rights** of the **Provider** may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission, which also explicitly includes any enhancement, modification or creation of a derivative work.
- 4.11** You shall protect your **User** account username and password with the care of a good businessman and in such a way as to prevent the username and password from coming into the possession of unauthorized third parties. You may not transfer the **User** account username and password to an unauthorized third party without the express and prior written permission of the **Provider**.
- 4.12** All damages, and all risks directly or indirectly related to the misuse, loss or alienation of the **User** account username and password or any part thereof, shall be borne by the **User**.
- 4.13** For any misuse, loss or alienation of the **User** account username and password or part thereof that may be attributable to the **User's** wilful or negligent conduct, which causes damage to the **Provider** or, where a result of such conduct, damage is incurred by a third party who may consequently bring a claim against the **Provider**, the **User** shall be liable to the **Provider** for damages in accordance with the rules of civil law.

## **5 PROVISION OF THE SERVICE**

- 5.1** We shall use reasonable efforts to provide the **Service**:
- a** in accordance with these **Terms** and the laws of the Republic of Slovenia;
  - b** exercising reasonable care, skill and diligence; and
  - c** using suitably skilled, experienced and qualified personnel.
- 5.2** Our provision of the **Service** to you is non-exclusive. Nothing in these **Terms** prevents us from providing the **Service** to any other natural or legal person.
- 5.3** We shall use reasonable efforts to ensure the **Service** is available on a 24/7 basis and during normal business hours in terms of offering **User** support. However, it is possible that on occasion the **Service** may be unavailable to permit maintenance or other development activity to take place, or in the event of **Force Majeure**. We shall use reasonable efforts to publish on the <https://buzztik.com/> website advance details of any unavailability. You hereby understand and acknowledge that we may not be held accountable by you or any other third party for any downtime of the **Service** in relation to any occurrence of damage or loss of income or other similar effect.
- 5.4** Through the use of web services and APIs, the **Service** interoperates with a range of third-party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make that feature available to you. To avoid doubt, if we exercise our right to cease the



availability of a third-party feature, you are not entitled to any refund, discount or other compensation.

- 5.5** We also reserve the right to terminate the provision of the **Service** at any time and fully delete any uploaded content and copyrights, whereby you fully acknowledge and understand that we may not be held accountable to you or any other third party in relation to any occurrence of damage or loss of income or other similar effect, which may result from our termination of the provision of the **Service**.

## **6 LICENCE FOR THE USE OF YOUR COPYRIGHT BY THE PROVIDER AND ITS CLIENTS**

- 6.1** The core functionality of the **Service** allows **Clients** the use and resharing of **Your Copyright** via the **buzztik Service** or on their own website/platforms/apps and media, whereby you acknowledge and agree to:

- a** Without expectation of any other compensation or other remuneration that is not explicitly stated or referenced in section 7 of these **Terms** (or in an individual agreement that you might have concluded with the **Provider**), by deciding to upload **Your Copyright** to the **Service** or sharing access to **Your Copyright** through the **Provider's** official email channels or in communication with its employees/agents for this purpose, you hereby give:
- b** the **Provider (CLUEKIT, digitalni marketing, d.o.o.,** Podbreznik 15, 8000 Novo mesto, company reg. no.: 9084614000, Tax ID. no.: SI 92929699, Slovenia, Europe);
- c** and its **Clients**;
- d** a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide licence that is not limited by any timescales;
- e** so that we may sublicense it and share **Your Copyright** with any **Client** as part of our gainful activity on any part of our **Service** or website or through any other means, whereby you allow **Clients** to;
- f** collect, store, use, reproduce, modify, publish, monetize, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of, and otherwise exploit all of **Your Copyright**, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the **Clients'** (and its successors' and affiliates') business, current and future products and features including and without limitation for promoting and redistributing part or all of **Your Copyright** (and any derivative works thereof) in any media formats and through any media collections and in connection with various advertisements, such as banner ads, mobile ads, and video ads. **Your Copyright** in whole or in part (and your potential likeness or other personal data which may be contained therein) or any reproductions thereof in colour or otherwise may be used/included in whole or in part for any lawful purpose whatsoever, now or in the future, which may include, but is not limited to: publicity and promotional materials, advertising, digital communications materials, social media channels, which may include the use of **Your Copyright** with any **Client** websites/platforms/apps and any media formats and through any media channels, including without limitation, any third party social media and streaming platforms. A **Client** may thereby also use/integrate **Your Copyright** with current or future products that may be intended for worldwide commercial dissemination and sale, regardless of the method, means, techniques or technology used.

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- g** Whereby the licence granted as per this section 6 and as described in point **a** through **f** is hereinafter collectively referred to as the **License**.
  - h** By deciding to upload **Your Copyright** to the **Service** or sharing access to **Your Copyright** through the **Provider's** official email channels or in communication with its employees/agents for this purpose, you also waive your right to inspect and/or approve the finished products or the texts/references and other context that may be used in connection with **Your Copyright**. Furthermore, you understand and agree with the fact that **Your Copyright** and other potential data or information might not appear in the exact form in which it had been uploaded/shared and not every part of **Your Copyright** and other potential data or information for which permission is hereby granted may be used.
  - i** By granting the **Provider** (and by way of sublicensing by the **Provider**, to the **Clients** of the **Provider**) the abovementioned **License**, you waive any copyright rights, any similar rights or any other intellectual property rights under any **Applicable legislation**, as set out herein, while fully retaining the right to restrict, impair, transfer, convey or otherwise alter or deprive **Your Copyright** of any of its rights or proprietary interests, tangible or intangible, if such action is not in contravention of these Terms.
  - j** By accepting these **Terms** you agree, that the above stated **License** is being given to the **Provider** with the intent of the **Provider sublicensing Your Copyright to Clients** as per these **Terms** and the **buzztik Client Agreement**, and that the above stated **License** shall not expire when you or we delete **Your Copyright** (or your entire **Creator** account) from the **Service**.
  - k** Irrespective of the above stated fact, namely that the **License** is irrevocable, we and our **Clients** may strive to remove **Your Copyright** from distribution if you or we delete **Your Copyright** from the **Service**. However, this may not be possible in some situations, whereby you understand and agree, that in such cases **Your Copyright** may continue to appear and be used in publications, products and other **Provider** or **Client** media that is ALREADY IN USE or already in CIRCULATION. You also understand and agree that any deletion of **Your Copyright** from the **Service** by you shall not expose the **Provider** or any **Client** to any potential remuneration or other claims that you or any third party might have in relation to **Your Copyright** prior to and after deletion.
- 6.2** The **Provider** and **Clients** shall fully respect your “moral” authorship rights.
- 6.3** Please note that while access to **Your Copyright** via the **Service** by **Clients** is limited to the sublicensed rights stated above, we have no way of fully protecting **Your Copyright** from any additional manipulation, storage or distribution which **Clients** might perform in breach of our **buzztik Client Agreement**. We shall act to the best of our abilities to prevent the occurrence of such breaches by **Clients**, whereby you agree to waive any and all claims which you may bring against us in connection with such situations.
- 6.4** You also acknowledge and agree:
- i** to release, discharge, and agree to indemnify and hold harmless the **Provider** and its **Clients** from all claims, demands, and causes of action that have or may have been filed or otherwise initiated in connection with the above stated use of **Your Copyright**, including any liability by virtue of any blurring, distortion, alteration, modification, optical illusion, or use in individual or composite form, whether intentional or otherwise, that may occur or be produced in the use of **Your**

**Copyright**, or in processing tending towards the completion of a finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials.

- iii that we may use **Your Copyright** (and other data that you have shared with us, excluding any **Personal information**) and information about your use of the **Service** to generate anonymised and aggregated statistical and analytical data (hereinafter: **Analytical Data**); and
- iv use **Analytical Data** for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights;
- v you agree, that the title to, and all **Intellectual Property Rights** as they relate to the **Service** and any part of the website as well as the **Analytical Data** is and remains our property.

**6.5** While we will take standard industry measures to back up all of **Your Copyright** which has been stored using the **Service**, you agree to keep a separate back-up copy of all **Your Copyright** uploaded by you onto the **Service**.

**6.6** You agree that we may store **Your Copyright** and any other relevant data on our secure servers and that we may access **Your Copyright** in the Republic of Slovenia for the purposes of maintenance and service upgrades from time to time.

**6.7** You hereby agree to indemnify us against any and all liability, claim proceedings, costs, expenses (including the actual legal fees charged by our solicitors) and loss of any kind, which may arise from any actual or alleged claim by any third-party, that **Your Copyright** or your other data infringes the rights of said third-party (including the **Intellectual Property Rights** of the **Provider** or intellectual property rights and privacy rights of other third parties) or that **Your Copyright** is **Objectionable**, incorrect or misleading.

## **7 CREATOR EARNINGS AND GENERAL PAYMENT TERMS**

**7.1** We provide the **Service** to **Clients** on a payable basis (with the explicit exemption of the “**Free Trial**” or other free features, as explicitly listed on the website or in the **Service**). When **Clients** choose to use **Your Copyright** via the **Service** (in the context of the **Licence** as stated in section 6 of these **Terms**), we shall accredit the usage of your content to you and pay the corresponding earnings (hereinafter: **Creator Earning**) to your account as per the pricing scheme that had been valid at the time when you validly registered an account with us and chose a package, as posted on the <https://buzztik.com/pricing/> subpage.

**7.2** You hereby acknowledge and understand, that we reserve the right to change any and all prices and pricing schemes/models/payment requirements at any time and without notice to you. You are required to duly monitor the <https://buzztik.com/pricing/> subpage of our website and notify us if you object to any changes.

**7.3** You can check the subsequent amount of **Creator Earnings** that shall be paid out to you by sending request to email address [info@cluekit.com](mailto:info@cluekit.com).

**7.4** The amount that you see under ‘current balance’ in your account is your **Creator Earnings** at the relevant time. All **Creator Earnings** are transacted in EUR only. Your bank may charge you currency conversion or transfer fees so that you may receive the payment in your local currency. Additionally, your bank or other payment institution that you use may charge you a fee for accessing the money. We do not have control over currency exchange rates or charges imposed by your bank or your payment provider, and we and our subsidiary companies will not be responsible for paying any charges imposed by your bank or your payment provider.

**7.5** If a **Client** successfully seeks a refund or chargeback from their credit card provider in respect of a payment which had been made to us in relation to **Your Content**, we may investigate and may decide to deduct from your account an amount equal to the **Creator Earnings** earned by you on the charged-back or refunded amount.

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- 7.6 We shall make all payments to you via a third-party payment provider that shall be chosen and approved by us. We reserve the right to change our third-party payment provider at any time and without notice to you.
- 7.7 We pay out **Creator Earnings** when the content is bought by client.
- 7.8 We reserve the right to hold your **Creator Earnings** till the required minimum amount for payment is reached, whereby you agree, that said amount can also be held by one of our subsidiary companies or partners on your behalf.
- 7.9 If you do not agree with the above mentioned terms, as well as with the applicable prices schemes and methods that are listed on the <https://buzztik.com/pricing/> subpage and which may be changed from time-to-time by us, you are required to cease all use of the **Service** and delete your account.

## 8 CIRCUMSTANCES IN WHICH WE MAY WITHHOLD CREATOR EARNINGS

- 8.1 We may withhold all or any part of the **Creator Earnings** which are due to you but have not yet been paid out by us:
- a if we think that you have or may have seriously or repeatedly breached any part of these **Terms**;
  - b if you attempt or threaten to breach any part of these **Terms** in a way which we may consider as being or potentially being harmful or having serious consequences for us or our **Clients** or a third party (including actual or possible loss caused to us or a third party); or
  - c if we suspect that all or any part of the **Creator Earnings** result from unlawful or fraudulent activity or when **Your Copyright** clearly breaches third party copyrights or other intellectual property rights.
  - d If any of the above stated conditions are met, we reserve the right to withhold payment for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of these **Terms**; (ii) you have attempted or threatened to breach any part of these **Terms** in a way which has or could have serious consequences for us or our **Clients** or a third party (including actual or possible loss caused to a **Client** or third party), and/or (iii) the **Creator Earnings** result from unlawful or fraudulent activity, we may notify you that you have forfeited your **Creator Earnings**.
- 8.2 We may also withhold all or any part of the **Creator Earnings** due to you but not yet paid out if we receive notice that you have secured, encumbered, pledged, assigned, or otherwise allowed a lien to be placed on **Creator Earnings**. We undertake no duty to pay **Creator Earnings** to third-party lienholders and may withhold payment of **Creator Earnings** until the lien has been removed.
- 8.3 We shall not have any responsibility to you if we withhold or forfeit any of your **Creator Earnings** where we have a right to do so under these **Terms**.

## 9 FULFILLING TAX AND OTHER ACTIVITY RELATED OBLIGATIONS

- 9.1 You hereby acknowledge and warrant:
- a that you are fully responsible for filing, reporting and otherwise managing your own **Tax** affairs and that we are not responsible for advising you on your **Tax** filing and **Tax** obligations, whereby you shall fully indemnify us for any and all **Tax** obligations which you are subject to under local or **Applicable Legislation**,
  - b that you shall report to the relevant tax authority under your jurisdiction the receipt of all **Creator Earning** payments that are made by us to you, as required by **Applicable Legislation**,

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- c that you shall fully comply with all **Applicable Legislation**, laws, rules and regulations that relate to your **Tax** obligations during the full term of our cooperation under this **Agreement**,
- d that you shall duly notify us regarding the occurrence of any and all actual or potential **Tax** non-compliance or the commencement of litigation, enquiry or investigation in relation to your tax-obligations or your other activity related legal obligations,
- e that you fully agree with our right to delete your account and all of **Your Copyright** in the event that we become aware or are notified regarding any **Tax** non-compliance which relates to you.

## **10 INTELLECTUAL PROPERTY**

**10.1** You hereby acknowledge and agree to the fact, that title to all **Intellectual Property Rights** in the **Service**, our website, and all **Underlying Systems**, is and remains our property (or our licensors' property). You shall not contest or dispute that ownership, or the validity of our **Intellectual Property Rights**.

**10.2** If you provide us with ideas, comments or suggestions relating to the **Service** or **Underlying Systems** (hereinafter: **Feedback**):

**a** all intellectual property rights in that **Feedback**, and anything created as a result of that **Feedback** (including new material, enhancements, modifications or derivative works), are owned solely by us; and

**b** we may use or disclose the **Feedback** for any purpose.

**10.3** You acknowledge that the **Service** may link to third-party websites or feeds that are connected or relevant to the **Service**. Any link from the **Service** does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.

## **11 CONFIDENTIALITY**

**11.1** Each **Party** must, unless it has the prior written consent of the other **Party**:

**a** keep confidential at all times the **Confidential Information** of the other **Party**;

**b** effect and maintain adequate security measures to safeguard the other **Party's Confidential Information** from unauthorised access or use; and

**c** disclose the other party's **Confidential Information** to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other **Party's Confidential Information** is aware of, and complies with, clauses 11.1a and 11.1b.

**11.2** The obligation of confidentiality from clause 11.1 does not apply to any disclosure or use of **Confidential Information**:

**a** for the purpose of performing a **Party's** obligations, or exercising a **Party's** rights, under these **Terms**;

**b** required by law (including under the rules of any stock exchange or the requirements of lawful due diligence proceedings);

**c** which is publicly available through no fault of the recipient of the **Confidential Information** or its personnel;

- d which was rightfully received by a **Party** from a third-party without restriction and without breach of any obligation of confidentiality; or
- e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third-party on terms no less restrictive than those from this paragraph 11.

## **12 WARRANTIES**

**12.1** Each **Party** warrants that it has full power and authority to enter into, and perform its obligations under, these **Terms**.

**12.2** To the maximum extent permitted by law:

- a our warranties are limited to those set out in these **Terms**, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to EUR 1.000; and
- b we make no representation concerning the quality of the **Service** and do not promise that the **Service** will:
  - i meet your requirements or be suitable for a particular purpose including that the use of the **Service** will fulfil or meet any statutory role or responsibility you may have under the **Applicable Legislation**,
  - ii be secure, free of viruses or other harmful code, uninterrupted or error free.

**12.3** You agree and represent that you are acquiring the **Service**, and accepting these **Terms**, for the purpose of performing your business activity. The **Parties** agree that:

- a to the maximum extent permissible by law, any and all applicable consumer protection legislation does not apply to the supply of the **Service** or these **Terms**; and
- b it is fair and reasonable that the parties are bound by this clause 12.3.

**12.4** Where legislation or rule of law implies into these **Terms** a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these **Terms**. However, our liability for any breach of that condition or warranty is limited by our option, to:

- a stop supplying the **Service**; and/or
- b paying the costs of having the **Service** supplied again.

## **13 LIABILITY**

**13.1** Our maximum aggregate liability under or in connection with these **Terms** or relating to the **Service**, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any year exceed an amount equal to the **Creator Earnings** paid by us to you in relation to the **Service** in the previous year (which in the first Year is deemed to be the total **Creator Earnings** paid by us to you from the **Start Date** to the date of the first event giving rise to liability). The cap in this clause 13.1 includes the cap set out in clause 12.2a.

**13.2** Neither **Party** is liable to the other under or in connection with these **Terms** or the **Service** for any:

- a loss of profit, revenue, savings, business, use, data (including **Your Copyright**), and/or goodwill; or



- b** consequential, indirect, incidental or special damage or loss of any kind.
- 13.3** Clauses 13.1 and 13.2 do not apply to limit our liability under or in connection with these **Terms** for:
  - a** personal injury or death;
  - b** fraud or wilful misconduct; or
  - c** a breach of clause 12.
- 13.4** Clause 13.2 does not apply to limit your liability:
  - a** to fulfil all of your obligations under paragraph 4.
  - b** under any indemnity that you agree to offer us under this **Agreement**; or
  - c** for those matters stated in paragraphs 4, 6 and 9.
- 13.5** Neither **Party** will be responsible, liable, or held to be in breach of these **Terms** for any failure to perform its obligations under these **Terms** or otherwise, to the extent that the failure is caused by the other **Party** failing to comply with its obligations under these **Terms**, or by the negligence or misconduct of the other **Party** or its **Personnel**.
- 13.6** Each **Party** must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other **Party** under or in connection with these **Terms** or the **Service**.
- 14 TERM, TERMINATION AND SUSPENSION**
- 14.1** Unless terminated under this paragraph 14, these **Terms** and your right to access and use the **Service** as a **Creator** shall start on the **Start Date** and shall continue until:
  - a** you choose to delete your account via the **User** dashboard or by submitting such request to [info@cluekit.com](mailto:info@cluekit.com), or
  - b** your account is terminated at any time by the **Provider** as a result of any material breach of these **Terms**,
  - c** either you or the **Provider** becomes insolvent, liquidated or bankrupt, have an administrator, receiver, liquidator, statutory manager, or a mortgagee agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason, whereby such **Party** shall be required to inform the other **Party** with a notice.
- 14.2** You may terminate this **Agreement** and your right to access and use the **Service** at any time, whereby termination of this **Agreement** does not affect either **Party**'s rights and obligations that accrued before that termination.
- 14.3** As explained in section 6 of these **Terms**, we and our **Clients** have ongoing rights to use **Your Copyright**, following termination of this **Agreement** but subject to relevant parts of these **Terms** and our privacy policy that is available at <https://buzztik.com/privacy/>, we shall promptly return to you or destroy all of your **Personal Data** and **Confidential Information**.

- 14.4** Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the **Service** and/or delete, edit or remove **Your Copyright** if we consider that you or any of your personnel have:
- a** undermined, or attempted to undermine, the security or integrity of the **Service** or any **Underlying Systems**;
  - b** used, or attempted to use, the **Service**:
    - i** for improper purposes; or
    - ii** in a manner, other than for normal operational purposes, that materially reduces the operational performance of the **Service**;
  - c** **Your Copyright** which has been transmitted, inputted, stored or used in the **Service** in any way, that breaches or may breach these **Terms** and specifically the clauses in section 4., or any third-party right (including intellectual property rights and privacy rights), or that is or may be **Objectionable**, incorrect or misleading; or
  - d** otherwise materially breached these **Terms**.
- 14.5** Upon any termination or deletion of your account, you hereby acknowledge and agree to destroy any Confidential Information, downloaded materials, access, passwords, usernames, account information or other data that relates to the Service or the Intellectual Property Rights of the Provider or any Client that are in your possession or in the possession of your Personnel or Affiliates whether in electronic or printed format.

## **15 GENERAL**

- 15.1** Neither **Party** is liable to the other for any failure to perform its obligations under these **Terms** to the extent caused by **Force Majeure**.
- 15.2** No person other than you and us has any right to a benefit under, or to enforce, these **Terms**.
- 15.3** For us to waive a right under these **Terms**, that waiver must be in writing and signed by us.
- 15.4** Subject to providing the **Service** and the **Agreement** you have entered into, you hereby acknowledge and agree, that we are an independent software-as-a-service provider and that no other relationship (e.g. joint venture, agency, trust or partnership) exists under these **Terms**.
- 15.5** If we need to contact you, we may do so by email or by posting a notice on the <https://buzztik.com/> website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these **Terms** by emailing [info@cluekit.com](mailto:info@cluekit.com).
- 15.6** These **Terms**, and any dispute relating to these **Terms** or the **Service**, are governed by and must be interpreted in accordance with the laws of the Republic of Slovenia. Each party submits to the exclusive jurisdiction of the Courts of the Republic of Slovenia in relation to any dispute connected with these **Terms** or the **Service**.
- 15.7** Clauses which, by their nature, are intended to survive termination of these **Terms** continue in force.
- 15.8** If any part or provision of these **Terms** is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these **Terms**. The remainder of these **Terms** will be binding on you.

- 15.9** Any variation to these Terms may only be done by the **Provider** and does not require the signing of both parties.
- 15.10** These **Terms** set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the **Start Date**. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in these **Terms**, and no such representation, warranty or agreement has any effect from the **Start Date**.
- 15.11** You may not assign, novate, subcontract or transfer any right or obligation under these **Terms** without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these **Terms** despite any approved assignment, subcontracting or transfer.
- 15.12** The text of these **Terms** represents version 1.0 of this document. Please reach out to us at [info@cluekit.com](mailto:info@cluekit.com) in order to receive the previous version of this document.
- 15.13** This notice was last updated on 1st of November, 2024.

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