

USER TERMS AND CONDITIONS

SOCIETY ICON.

Welcome to Society Icon! We believe that people are *iconic*. Therefore, we have built Society Icon to enable everyone interested in brands, marketing and social media to become micro influencers, to become icons!

In our app, people can sign up and get the opportunity to publish commercial advertisements and/ or marketing campaigns on her or his Social media platform on behalf of companies in exchange for compensation.

These user terms and conditions govern the use of Society Icon. We have tried to make them as clear and easy to understand as possible. Unfortunately, different legal requirements make this a difficult task. Therefore, if you have any questions or concerns, please feel free to contact us directly.

1. INTRODUCTION

Society Icon is accessed by downloading the Society Icon user device application from iTunes App Store, if the user device has the iOS mobile operating system or any other online portal through which software programs are made available depending on the operating system at hand (the “**App**”). The App provides a digital service and marketing platform where users can access commercial advertisements and marketing material from Companies available to share and post on the users’ Social media platform account. The App is owned and provided by Society icon AB, org. no 559101-0284, a company incorporated and registered under the laws of Sweden (“**Society Icon**”).

These terms and conditions (the “**Terms**”) apply to all users who register for a user account in the App (“**Users**”). Users who publish marketing content on their Social media platform account on behalf of a company are referred to as “**Icons**”. Users who are creating marketing campaigns in the platform to be published on Social media platform are referred to as “**Brands**”.

By registering, the User accepts these Terms, which constitute binding terms for the contractual relationship between the User and Society Icon. The Terms may be amended from time to time after notice by Society Icon to the Users. Nonetheless, it is the User’s obligations to keep adjourned with of the Terms at all time.

2. USE OF THE APP

By registering and accepting these Terms, the User can access the App and the functions included therein.

All Brands have entered into an agreement with Society Icon in order to be able to use the App and upload marketing campaigns (referred to as “**Ads**” or an **Ad**”) to be published on the Icons’ Social media platform accounts. An Ad may either consist of content created by the Brand, or content created by the Icon based on the ad brief created by the Brand. After the brief is created and published in the app, Icons may apply to such Brand to be given the right to publish the Ad in exchange for monetary compensation. By applying for a campaign the Icon agrees that the brand has the right to use the created material in its own channels/marketing up to 12 months after started campaign. The Brand then selects the Icon or the Icons that it wants to publish the Ad in question. When the Icon has published the Ad

and it has been published for a minimum of seven (7) days, the Icon is entitled to a compensation based on their social media value in the app, or if other compensation specified in the ad brief. The Icons compensation for each Ad is set out in the App and is determined by the number of followers that the User in question has on its Social media platform account. Payment of the fee is made by the end of each month the following month after an Ad is posted.

To read more about how Society Icon handle Users personal data, please read the Privacy Policy.

The App and its services is a platform for Icons and Brands to connect and interact.

The App does not imply that Society Icon itself commits to performing any services or assignments as regards the Ad provided in the App. Society Icon is not responsible for any Ads provided in the App as regards quality, content and availability.

3. USERS

An Icon must be over the age of 18.

Society Icon takes no responsibility of the content in the App and the Ads. It is the Brands' responsibility to comply with applicable legislation and/or marketing ethics.

Users are entitled to terminate this agreement and leave the App at any time. Society Icon may, without prior notice, restrict, close or terminate a User's App account in the App if the User violates the Terms, or otherwise misuses or misrepresents the services in the App.

There are no obligations or minimum activity records which must be fulfilled by the User, when registering in the App.

Users are encouraged to report complaints and/or errors encountered in the App to Society Icon immediately. Complaints are sent to support@societyicon.com.

Users may only register one Society Icon user account. User accounts may only be used by the User to whom the registration information relates. It is forbidden to use another User's account.

After registering a user account, Users can connect their Social media platform profile to the App. By doing so, Society Icon can access information from the Users' Social media platform profile in order to calculate the Users' social media value and connect the Users to a campaign.

The User consents to not distribute software such as viruses that may harm the App or other Users and also not to copy or modify any content from the App.

4. ACCESSABILITY

The App is intended to be available for access around the clock. However, Society Icon reserves the right to shut down the App for a limited period of time during updates or maintenance. Society Icon is not responsible for any dysfunction of the App's availability that may occur due to internet connection, server dysfunction or other third-party services.

The full-time accessibility mentioned above does not imply (i) that Society Icon has an obligation to ensure that there always are Ads available to share and post, (ii) a possibility to receive compensation at all time, or (iii) when maintaining the App.

5. CONTRACTUAL RELATIONSHIP

The App provided by Society Icon is a digital marketplace for influencer marketing in which Brands and Icons can interact. Brands upload Ads, get in touch with Icons, contract Icons to publish the Ads, monitor the engagement and potential reach of published Ads and handle payment to Society Icon for the services provided. Icons can get in touch with Brands, apply for the right to publish Ads and receive payment for publishing of Ads.

Each time an Icon and a Brand agrees on the Icon publishing an Ad on behalf of the Brand in the App, the Brand enters into an agreement with Society Icon who then enters into an agreement with the Icon. Icons and Brands can never enter into an agreement with each other directly, Society Icon always acts as an intermediary.

Each agreement between Society Icon and an Icon for publishing of an Ad (as agreed between the Icon and a Brand in the App) constitutes an employment relationship between Society Icon and the Icon in question. Such employment relationship is limited to publishing of the specific Ad in question and ends after such has been

published and the Icon has received compensation. Neither Society Icon nor the Brand is under any obligation to provide tasks, duties, assignments or any other possibility to receive compensation to the Icon.

6. PAYMENTS AND TAX

Payment for activities carried out through the App by an Icon is made through the PE Accounting payment solution. The compensation amount is the Icon's social media value, which is calculated based upon the Icon's number of followers on Instagram. The Icon's social media value at the time of applying to an Ad will be the compensation for that Ad unless other compensation is specified in the campaign brief. The compensation amount, which each Ad entitles the Icon to, may be changed by Society Icon from time to time.

Icons are ultimately responsible for any tax consequences that may arise as a result of using the App and uploading Adds. However, Society Icon is responsible for withholding of preliminary tax and payment of social security fees for each payment made to Icons via the App. The payment to Icons via the App includes the applicable holiday allowance the Icon is entitled to. Furthermore, Society Icon each year sends income tax statements (Sw. *kontrolluppgifter*) for contracted Icons to the Swedish Tax Agency. If an Icon receives products to be tested or used during a campaign in which the Icon participates, the Icon shall return the products to the providing company after the campaign. Failure to do so can result in additional tax costs for the Icon. The Company refers Users to the Swedish Tax Agency for further information of tax implications.

7. LIABILITY

Society Icon is not liable for damage, and under no circumstances indirect damages, deemed to be caused by the use of the App (e.g. User's loss of profits). Society Icon makes no warranties or representations, unless specifically stated in these Terms.

In order to make the App as service- oriented as possible, the App includes links to other websites on the Internet. These websites are owned and operated by other

parties and Society Icon does not provide any warranties and is not responsible for the availability or content of such websites. A link from the App is not an indication of Society Icon supporting such third parties or their websites.

8. INTELLECTUAL PROPERTY

The content of the App as well as the underlying software is protected under Swedish law. All intellectual property including but not limited to copyrights, which is created or uploaded in the App is owned by Society Icon.

Unless otherwise stated in these Terms, all information and material available in the App is property owned by Society Icon and unauthorized use and access constitutes a breach of these Terms. All rights not expressly granted under these Terms are reserved to the Company.

9. PERSONAL DATA

Society Icon cares about your privacy. All our handling of personal data is in accordance with GDPR. For further information, please view our full Privacy Policy.

10. GOVERNING LAW AND DISPUTES

Society Icon strives to have satisfied Users, and therefore recommend Users to turn directly to Society Icon with any comments and/or complaints about the App and the services provided therein.

These Terms and all use of the App is governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by

the Arbitration Institute of the Stockholm Chamber of Commerce

11. CONTACT INFORMATION

If you have any questions regarding the Terms, please feel free to contact us:

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