

HASHTAG VIRAL INFLUENCER

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

In this agreement the following words shall have the meanings assigned to them hereunder –

Headings of clauses shall be deemed to have been included for purpose of convenience only and shall not affect the interpretations of the agreement. Unless inconsistent with the context, words relating to any gender shall include the plural and vice versa and words relating to natural persons having corporate status by statute or common law. For the purpose of this agreement the following word, terms and expressions wherever mentioned hereinbelow shall have the following meaning, save where the context requires otherwise.

- 1.1. **“Active Instagram Account”** means an account which is determined to be active based on a number of considerations, including when the account was created and became active, the traffic on the account including the sharing of photos and/or posts, commenting thereon and general activity on the account. In order to ensure that an Instagram account remains active users need to consistently on a regular basis log in and share photos as well as post likes and comments on photos and/or posts.
- 1.2. The **“Advertiser”** means any third party, contracting with Hashtag Viral in respect of placing an order and developing campaigns and campaign rules for specific campaigns.
- 1.3. The **“Advertiser terms and conditions”** means the current version of terms and conditions applicable to the agreement between the Advertiser and Hashtag Viral, along with any attachments thereto, the current version of which is available on the website of Hashtag Viral/terms and conditions www.hashtagviral.com.

- 1.4. The “**Agreement**” means this written agreement related to the provision of the service provided by Hashtag Viral, using the APP, the ordering and participation in campaigns etc, as defined in section ii below.
- 1.5. The “**APP**” means the mobile software application available for IOS and Android platforms called Hashtag Viral, provided by Hashtag Viral, which the User can use to access the Service, in a version downloaded by the User (and any updates thereto, if applicable).
- 1.6. The “**Campaign**” means all promotional and marketing activities designed, produced or invented by the Advertiser, made accessible by Hashtag Viral to all or selected Influencers with regard to the Service through the APP.
- 1.7. The “**Sampling Campaign**” means a campaign which includes a Product to the publisher for the purpose of creating material.
- 1.8. The “**Campaign Brief**” means rules, guidelines, requirements and other conditions developed by the advertiser with particular regard to a given campaign, visible by each campaign in the APP, which the Influencer undertakes to comply with by joining the campaign.
- 1.9. “**Eligibility**” means eligibility requirements set forth in Section iii.1.
- 1.10. “**Hashtag Viral**” means Hashtag Viral (Pty) Ltd a company duly incorporated and registered in accordance with the Laws of the Republic of South Africa having its registered office at Corner Crownwood Road and Northern Parkway Ormonde, Johannesburg South, South Africa.

- 1.11. The “**Influencer**” means a User, being an approved User of relevant social media, and compliant with the terms and conditions thereof, who meets all the criteria set out in these terms and conditions and who has successfully registered to the Service provided by Hashtag Viral via the APP, thereby accepting the agreement and including the terms and condition of this document.
- 1.12. The “**Product**” means an item sent to the Influencer by/or on behalf of the Advertiser (or its client) in scope of a Sampling Campaign which should be used according to the campaign rules of the Advertiser and constitutes (total or part of) the Influencer’s Remuneration agreed upon for the participation in the campaign of the Advertiser aforesaid.
- 1.13. The “**Service**” means an electronic service under the name Hashtag Viral, which, subject to the terms and conditions of this Agreement, can be accessed by an Influencer via the APP and by any Advertiser via the site, in respect of which Hashtag Viral serves as an intermediary between the Advertiser and the Influencer, as well as the communication platform it provides which enables (i) Influencers to be informed about and to take part in any particular Campaign and thereby to earn Remuneration in accordance with the Campaign Brief; and (ii) Advertisers to define and inform about the Campaign Brief and conditions, other campaigns, and to monitor execution thereof; (iii) may offer some other facilities available at the given time.
- 1.14. The “**Site**” means a website available under the following address: www.hashtagviral.com, managed by Hashtag Viral;
- 1.15. A “**User**” means any visitor to the APP or the site.

- 1.16. **“Social Media”** means all or relevant (depending on the context) social media platform/s on which the Campaigns can be launched, including the Hashtag Viral terms and conditions – instagram (www.instagram.com), facebook (www.facebook.com), snapchat (www.snapchat.com) , twitter (www.twitter.com) .
- 1.17. **“South African Reach”** means the number of unique South African Instagram or Facebook users who see and are exposed to an Influencer’s content for free. This is determined by followers and/or users generally logging into an Influencer’s updates.
- 1.18. **“Material”** means any material published within the scope of Campaign or delivered otherwise in relation to a Campaign or other event accordingly to separate arrangements with Hashtag Viral by the Influencer, including but not limited to photos, videos, other publications.
- 1.19. **“Remuneration”** means money, goods or services due to the Influencer in return for his/her participation in any given campaign (as well as for the granting of licenses to the Material/s, if applicable), form and value of which depends on and is determined in the particular Campaign Brief.
- 1.20. **“Rate”** means any applicable “rate” as defined in point 6.1.3 below.
- 1.21. where any terms are defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the terms so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;

- 1.22. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next business day;
- 1.23. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.24. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.25. any reference to a statute shall be a reference to such statute as at the date of the adoption of this Agreement by Hashtag Viral and as amended from time to time thereafter; and
- 1.26. the rule of constructions that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

2. The Agreement

The agreement includes:

- 2.1. These Terms and Conditions; any other document incorporated either hereto or by reference (including additional items and policies related to Sampling Campaigns).

2.2. These Terms and Conditions incorporate by reference

2.2.1. The terms and provisions of the POPI Act (The Protection of Personal Information) and the Data Processing rules of Hashtag Viral (related also but not exclusively to the provision of the Service and using the APP), updated versions of which are always available on the APP and; <https://hashtagviral.com/page/privacy>;

2.2.2. Cookies policy available in the APP and: <https://hashtagviral.com/page/cookies>;

2.2.3. Each set of Campaign Brief which will govern the way in which a particular Campaign Rule is run.

3. Registration and Eligibility

3.1. Eligibility

In order to be eligible to register for the service as an Influencer, a User must;

3.1.1. Have full legal capacity to enter into a legal transaction or obtain written valid consent of his parents/ legal guardians;

3.1.2. Have an active account with relevant Social Media (Facebook and/or Instagram), provided that the Influencer shall have an active Facebook business page and that the account aforementioned is successfully verified and approved by Hashtag Viral (especially with regard to the number of followers, profile activity and history), which approval shall be at Hashtag Viral's sole discretion. The Influencer's Facebook business page shall be linked to the Influencer's active Instagram account.

3.1.3. Download the APP

3.2. Approval

In order to be eligible to register for the Service an Influencer shall be notified of whether Hashtag Viral has approved his/her Social Media account by means of an e-mail communication through the Service by Hashtag Viral to the Influencer.

3.3. Registration Process

3.3.1. By clicking on a relevant checkbox, the Influencer agrees to commence with the provision of the Service.

3.3.2. By ticking the checkbox and clicking on the Register Button, the Influencer unconditionally accepts all the Terms and Conditions of the agreement including these Terms and Conditions. Thereafter the Influencer shall be granted access to the Service.

3.3.3. Access to the Service does not guarantee participation in any of the Campaigns offered by Hashtag Viral and participation is within the sole discretion of Hashtag Viral and/or the Advertiser. No obligations are imposed on the Influencer to undertake any activities with regard to the Campaign prior to the Influencer clicking on the Register Button.

4. General Terms and Conditions

4.1. Service

4.1.1. Hashtag Viral has developed the Service which makes it possible for the Influencer who participates in a Campaign commissioned by the relevant Advertiser and made available via the Service wherein the Influencer publishes posts containing Material/s on the Influencer's

Social Media Account/s, in compliance with the relevant Campaign Brief, to earn Remuneration in accordance with such Campaign Brief.

4.1.2. The Influencer shall only be granted access to the Service upon unconditional acceptance of these Terms and Conditions and agreements. Access to the Service does not guarantee participation in a Campaign and a decision to appoint the Influencer to participate in a Campaign depends on the sole discretion of the Advertiser and/or Hashtag Viral.

4.2. The APP

4.2.1. The Service is offered by Hashtag Viral and may be accessed by the User by means of the APP. The User's ability to access the Service via the APP depends on certain functionalities and other technical conditions of the User's device on an IOS and /or Android platform.

4.2.2. The APP is available through platforms provided specifically for mobile devices i.e., mobile phones communicating using radio waves, operating within the GSM Digital Systems or Tablets. The APP is compatible with the following systems:

4.2.2.1 IOS version 8 or higher;

4.2.2.2. Android Version 4.4.1 or higher;

4.3. The Role of Hashtag Viral

4.3.1. In communication between Advertiser's and Influencers, Hashtag Viral acts solely as an Intermediary providing the Hashtag Viral platform.

4.3.2. In particular Hashtag Viral does not verify or supervise any Material provided by the Advertiser or the Campaign and Campaign Brief, it simply provides compatibility of the Materials with the Service and technical requirements/ functionalities thereof. The onus lies with the Influencer to verify of his own accord whether publishing posts on Social Media containing advertising material provided by the Advertiser whether he is permitted within the Laws of the Republic of South Africa.

5. CAMPAIGNS

5.1. Enlisting and Participating in Campaigns

5.1.1. The Influencer shall be entitled to browse the requirements of individual Campaigns provided within the Service by Hashtag Viral. In the event an Influencer is of the opinion that an individual Campaign may be of interest, he/she shall be entitled to apply for participation in the aforesaid Campaign by clicking on the Join Button.

5.1.2. By clicking on the Join Button, the Influencer unconditionally accepts the Campaign Brief and the Campaign description in the Service Panel. In the event of there being any conflict between the provisions of this agreement (Terms and Conditions) and the Campaign Brief, the Campaign Brief shall prevail over these Terms and Conditions, even after the provisions of this Agreement have been complied with. The approval for an Influencer to be accepted to participate in a Campaign shall lie within the sole discretion of the Advertiser and/or Hashtag Viral, whose decision shall be final and binding. The Advertiser and/or Hashtag Viral shall not be obliged to give any written reasons for rejection of an Influencer to participate in any Campaign.

- 5.1.3. The Influencer undertakes to comply with the Campaign Brief, once approved to participate in the Campaign, together with any other applicable terms imposed by the Advertiser and/or Hashtag Viral, in including the obligation to meet any deadlines, and the acceptance of the Remuneration Rates, set for the Campaign, by Hashtag Viral.
- 5.1.4. The Campaign Brief, including deadlines and Remuneration shall be notified to the Influencer.
- 5.1.5. During the Campaign, the Influencer undertakes to publish posts on his/her Social Media account/s in accordance with the requirements provided for the relevant rules of any given Campaign (including but not limited to the publication of specific content, photographs, videos or any other materials provided) and the Influencer shall not remove, archive the Material during a period of twelve (12) months from date of publishing or change her/his profile of Social Media account/s to "*private*", as well as to include them in a unique alpha numeric code (hashtag) and/or (tag). The Influencer shall be solely responsible for including any additional hashtags or other specific description of the Advertising Material in accordance with the Laws of the Republic of South Africa. The Influencer shall not be obliged to perform any other actions other than those expressly included in the Campaign Brief or otherwise expressly agreed between the Influencer and the Advertiser/ Hashtag Viral. All Materials used by the Influencer requires approval by the Advertiser/ Hashtag Viral prior to the Influencer using them within the parameters of the Campaign.
- 5.1.6. Payment of the Remuneration to the Influencer is strictly conditional on the Influencer complying fully with the Campaign, the Campaign Brief and these terms and conditions.

5.2. Monitoring Campaign

5.2.1 The Influencer undertakes to monitor the up-to-date information on the Campaign and on changes made to the Service.

5.2.2. The Influencer grants Hashtag Viral and the Advertiser the right to utilise dedicated computer software programs to verify whether the Influencer has performed in accordance with the Campaign Brief and the terms and conditions. In the event the Influencer engages in any activities pertaining to any Campaign:

- a) Without the appropriate hashtag and/or tag being in place;
- b) Following the lapse of twenty-four (24) hours or any time period stipulated in Campaign Brief from date of signing up with the given Campaigns;
- c) In a manner inconsistent with the Campaign Brief for any given Campaigns;
- d) In a manner inconsistent with the Advertiser's image;

Hashtag Viral shall be entitled (in any such case) but not obliged, to advise the Influencer via the Service that the particular activities engaged by the Influencer do not qualify for any Remuneration by virtue of an incorrect performance or being in breach of the Campaign or Campaign Brief as the case may be.

5.2.3. In the event the Influencer does not comply with the Campaign Brief or is in breach of any of the terms and conditions hereto or other instructions otherwise given by Hashtag Viral and/or the Advertiser, Hashtag Viral can temporarily or permanently block

the Influencer's APP account and/or apply other punitive measures within the sole discretion of Hashtag Viral.

6. REMUNERATION

6.1. Remuneration Scheme and Determination

- 6.1.1. An Influencer shall be entitled to be Remunerated provided that the Influencer participates strictly in accordance with Campaign Brief and these Terms and Conditions.
- 6.1.2. An Influencer's Remuneration Rate shall be based on the Influencer's South African Reach in respect of a relevant posting in accordance with the Campaign Brief on the Influencer's Facebook page and/or Instagram page. The Remuneration rate shall be calculated in accordance with the formula set out in schedule "A" hereto.
- 6.1.3. The Influencer shall be paid in cash via EFT into the Influencer's nominated banking account on a monthly basis. The payment aforementioned shall be effected by Hashtag Viral on the 1st business day after the calendar month on which the Influencer has posted a posting in accordance with the Campaign Brief. The amount aforementioned due and payable to the Influencer by Hashtag Viral shall be credited on the Influencer's APP wallet.
- 6.1.4. Hashtag Viral shall, at its sole discretion, offer to Influencer's from time to time incentive schemes. The aforementioned incentive scheme shall be negotiated directly between Hashtag Viral and the specific individual Influencer under given rules to be provided to the Influencer.

7. TAX LIABILITIES

- 7.1. The Influencer shall be obliged to make payment of any applicable taxes and submit the relevant tax forms and fulfil all his tax related and other obligations to the South African Revenue Services in accordance with the Laws of the Republic of South African and/or the Influencer's Country of Citizenship or residency if not a South African resident and/or citizen.
- 7.2. Hashtag Viral shall not make or be obliged to settle any payments of any taxes or file any documents or submit any forms or fulfil any other obligations on behalf of the Influencer for his/her benefit, regardless of the basis of such obligations.
- 7.3. The Influencer indemnifies and holds Hashtag Viral harmless against any tax liability, deduction, contribution, assessment or claim arising from or made in connection with the performance (or non-performance) by the Influencer of his/her obligations applicable to him in these terms and conditions, the agreement of applicable Laws. The Influencer further indemnifies Hashtag Viral against all and any liability arising from any employment / related claim brought by the Influencer or any third party against Hashtag Viral arising out of the Influencer's performance (non-performance) of this agreement by the Influencer.
- 7.4. Remuneration shall be settled and paid to an Influencer in accordance with the specific Rates of a given Campaign and for any Influencer individually.
- 7.5. Hashtag Viral reserves the right to vary the applicable Remuneration rates from time to time (except for active, open Campaigns in progress in which the Influencer is already participating).
- 7.6. The Remuneration payable to the Influencer shall be paid via the APP provider and shall be made on a weekly basis.

- 7.7. Any settlement of Remuneration payable to an Influencer is subject to the strict condition upon Hashtag Viral having received payment from the Advertiser for any particular Campaign.
- 7.8. All Remuneration paid to an Influencer shall be payable into the nominated banking accounts specified by the Influencer. Hashtag Viral and/or the Advertiser shall accept no liability whatsoever for any errors or inaccuracies in the bank account provided by the Influencer.

8. LICENSE

8.1. License for the Advertiser

8.1.1. The Influencer hereby grants to the Advertiser (whose Campaign he/she participates in) an irrevocable worldwide license for a period of ten (10) years effective from date of uploading such Material or as of date of publishing such Material in Social Media platforms whichever occurs earlier or applies for use by the Advertiser or its affiliates of any Material at the sole discretion of the Advertiser in digital version and for digital purposes and digital use in any matter prescribed whatsoever including the reproduction of any technical, operation of Material or part of it to other creative works, digitisation, use of same for marketing purposes of any nature whatsoever, public performance display broadcasting and re-broadcasting, displaying as well as broadcasting and the exercising and allowing for the exercise by third parties of creative developments of the Material including alterations or any kind and use of a whole in parts with any other works. This right granted includes the right of the Advertiser to grant sub-licenses in respect of the aforesaid Material.

8.2. License for Hashtag Viral

8.2.1. In return for access to the Service and the APP, an Influencer grants Hashtag Viral an irrevocable worldwide license for ten (10) years effective from date of first public issue in accordance with the License rights and to the extent provided for in Clause 8.1. hereinabove including the right to sub-license. The aforementioned license is granted to Hashtag Viral in lieu of the Influencer using the Service/ APP provided by Hashtag Viral.

8.2.2. The Influencer waives his/her moral rights to the Material and authorises the Advertiser and/or Hashtag Viral as well as any third party empowered by them to execute their moral rights to the Material.

8.3. Personal Image and Third Party's Consent

8.3.1 The Influencer, in the event the Material comprises the personal image of the Influencer, grants the Advertiser and/or Hashtag Viral the right, together with any third parties that receive the license to the Material to use the personal image of the Influencer including for advertising purposes. The consent given herein is incapable of being withdrawn save in the event same is not entitled to be given in terms of any existing legislation within the Republic of South Africa. The Influencer hereby confirms that he/she has granted authority to any third party presented in the Material to publish the aforesaid Material and to use it for all purposes pertaining to the given Campaign including the granting of the licenses given to these terms and conditions.

8.3.2. In the event the Influencer withdraws his/her consent hereto and/or withdraws his/her consent for the use of the Influencer's personal image presented in the Material during the license terms

for a period of ten (10) years, the Influencer shall be obliged to return forthwith the entire Remuneration he/she received for the participation in the aforesaid relevant Campaign. In addition thereto, the Influencer shall pay Hashtag Viral a penalty in the sum of R25 000.00 (Twenty-Five Thousand Rands) as rouwkoop, or as the pre-estimated damages suffered by Hashtag Viral and/or the Advertiser arising from the withdrawal of the consent of the Influencer aforementioned, the Influencer being aware that the withdrawal of the Influencer's consent aforementioned may cause financial loss to Hashtag Viral and/or the Advertiser and to the Advertiser's client, if applicable.

9. USE OF MATERIAL/S

- 9.1. The Influencer hereby confirms that he/she is aware and agrees that his/her Material may be used by the Advertiser and/or Hashtag Viral and/or any third party empowered by the Advertiser and/or Hashtag Viral for any lawful purpose including for advertising and marketing purposes (in digital) without granting any further benefits or Remuneration to the Influencer (save for the Remuneration payable to the Influencer for a particular Campaign). Notwithstanding the generality of the foregoing this clause does not apply to the Materials delivered by the Advertiser to the Influencer in respect of any particular individual Campaign in accordance with the Campaign Brief for said Campaign.

10. INFLUENCERS, WARRANTIES

10.1. Obligations

The Influencer:

- 10.1.1 undertakes to use the Service in accordance with the provisions of the agreements.

- 10.1.2. shall not inform any third party about his/her engagement in any Campaign via the Service, or any information obtained in connection with the use of the Service and participation in Campaigns nor shall he/she publish any details related to his/her Remuneration for participating in any Campaign/s.
- 10.1.3. undertakes to monitor the current information regarding the Campaign and/or changes made to the Service.
- 10.1.4. undertakes not to artificially influence or inflate his/her number of followers on his/her relevant Social Media profile.
- 10.1.5. undertakes to reimburse the Advertiser and/or Hashtag Viral for any damage caused by his/her breach of these Terms and Conditions in the Agreement.
- 10.1.6. undertakes and indemnifies and holds Hashtag Viral harmless against any and all claims for damages, liabilities of whatsoever nature arising from the influencer's activities performed within the framework of the Service or in the course of performance of the Influencer's obligations pertaining to the Campaign in question.
- 10.1.7. further undertakes to compensate any costs or losses caused by the improper, negligent or unauthorised use of the Service within the performance of the Campaign.
- 10.1.8. undertakes that he/she shall not utilise the Service in a manner inconsistent with its purpose, such as it may hinder or prevent any other Users from accessing the Service or other Influencers using the Service / APP. In the event of the aforementioned Hashtag Viral may, at its sole

discretion summarily suspend the provision of the Service to the Influencer. Hashtag Viral shall not be obliged to provide any reasons for the summary suspension of the provision of the Service to the Influencer. Hashtag Viral shall promptly notify the Influencer of the suspension of the provision of the Service.

10.2. Representations

The Influencer:

- 10.2.1.1. warrants that he/she has the full capacity to enter into this Agreement and that there are no legal impediments to concluding the Agreement and that the Influencer shall comply with all conditions necessary for a successful registration.
- 10.2.1.2. represents and warrants to the Advertiser and/or Hashtag Viral that he/she has read, understood and accepts the provisions of the Terms and Conditions hereto, the Agreement including the requirements on Eligibility, the Advertiser's Terms and Conditions and Campaign Brief applicable to a particular Campaign.
- 10.2.1.3. shall be solely responsible for his/her actions including published content, within the framework of the Service or the Campaign within the Laws of the Republic of South Africa.
- 10.2.1.4. shall be solely responsible for his/her Social Media account and for any goods supplied by the Advertiser in order to perform activities pursuant to the Campaign details.
- 10.2.1.5. shall be responsible for the proper performance of his/her obligations imposed within the framework of any given Campaign and shall be responsible for all costs arising from

the performance of his/her obligations in the course of such Campaign.

10.2.1.6. is aware and has been made aware of Hashtag Viral Privacy Statement and all applicable legislation pertaining to the data protection and privacy and by visiting the site and/or downloading the APP, the User accepts and consents to the practises described in the Privacy Statements. The Influencer accepts that his/her personal data including contact details will be made available to the Advertiser, if requested.

10.3. Whilst Hashtag Viral shall take all steps necessary to protect the Influencer's privacy and/or data obtained, the Influencer acknowledges and agrees that there are certain risks associated with internet communication and further acknowledges that the internet is a platform over which Hashtag Viral has no control. The Influencer warrants that he/she shall not hold Hashtag Viral responsible for any interception of communication and or data breach and/or consequential loss or damage suffered by the Influencer arising out of any data breach or privacy invasion.

11. AMENDMENTS TO TERMS AND CONDITIONS

11.1. Hashtag Viral shall be entitled to amend these Terms and Conditions from time to time. In said instance Hashtag Viral shall notify on its website that changes have been effected to these Terms and Conditions. It is the sole responsibility of the User/Influencer to familiarise himself/herself from time to time to ensure whether these Terms and Conditions were amended and what changes were effected. The Influencer warrants that each time it undertakes a Campaign activity the Terms and Conditions and Campaign Brief at the time of the

Campaign activities shall be of force and will apply at the time the activities commenced.

- 11.2. Hashtag Viral may revise these Terms and Conditions as they apply to a specific Campaign undertaken by an Influencer from time to time to reflect the specific circumstances pertaining to any campaign in question.
- 11.3. When the Terms and Conditions are amended Hashtag Viral shall inform the Influencer about the revision of the Terms and Conditions by publishing relevant information in the APP and via e-mail. In said event, the Influencer shall have the right to terminate the Agreement within a period of fourteen (14) days following the date on which the Influencer has (or reasonably could have received notification of such changes made to the Terms and Conditions by informing Hashtag Viral in writing about his/her intention to terminate). In the event the Influencer continues to utilise the Service he/she will be deemed to have accepted the revised Terms and Conditions.

12. WITHDRAWAL AND TERMINATION OF THIS AGREEMENT

- 12.1. The Agreement is terminated on date of the resignation of a User as an Influencer.
- 12.2. The Influencer shall not be entitled to withdraw from the Agreement where the performance of the Service Campaign has begun save in the instance of the written consent of Hashtag Viral and the Advertiser first having been had and obtained. The termination shall be effected at the end of the pending Campaign wherein the Influencer is taking part in.
- 12.3. Hashtag Viral reserves the right to terminate the Agreement and the Influencer's access to the Service forthwith upon the happening of the following:

- a) Hashtag Viral considers that the Influencer does not satisfy the conditions for the Campaign or has breached any of the applicable Laws to the detriment of the Advertiser and/or Hashtag Viral;
- b) The Influencer acts dishonestly by artificially generating an interest in his/her Social Media or APP profile;
- c) The Influencer deletes his/her Social Media account or whole or part of its content or the account is otherwise removed;
- d) The Influencer changes his/her Facebook and/or Instagram status from public to private and/or in particular deletes his/her Facebook page and/or Instagram page.
- e) Relevant Social Media discontinues its activities or substantially changes the scope thereof;
- f) The Influencer fails to join any Campaign for a period of three (3) months from date of his/her registration approval.

12.4. Hashtag Viral shall forthwith notify the Influencer of the cancellation of the agreement in writing. The Agreement shall expire immediately following the termination thereof and from the date of termination the Influencer shall not be entitled to be paid for any Remuneration arising from the Influencer's participation in any Active Campaign.

13. Partnership

The relationship between the Influencer and Hashtag Viral as such shall not be construed as that of quasi partners.

14. Mutual Support

14.1 Insofar as this Agreement creates any rights or imposes any obligations on Hashtag Viral, Hashtag Viral, by its signature hereto, accepts such rights and assumes such obligations.

14.2. The Parties mutually undertake –

14.2.1. to perform all such acts and perform all such things as may be necessary;

14.2.2. in particular to exercise or procure the exercise of all voting rights in relation to the Influencer held or to be held by them; and at all times in such manner as may be necessary to ensure that the Influencer and Hashtag Viral observe, maintain and implement the provisions of this Agreement.

14.3. The Parties undertake to co-operate fully and to consult with one another in regard to the Business and the expansion of its activities.

14.4. The Parties agree to pay due diligence to their duties and the well-being of Hashtag Viral and the Business.

15. Reciprocal undertakings

Each of the Parties undertakes at all times to do all such things, perform all such actions and take all such steps as may be open to it and necessary for and incidental to the implementation of the Terms and Conditions and stipulations of this Agreement and/or the import of this Agreement;

Arbitration, breach and specific performance, limitation of liability

16. Arbitration

16.1. A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.

16.2. Such arbitration proceedings shall be held in Johannesburg and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

16.2.1. The usual formalities of procedure (e.g. there shall not be any pleadings or discovery) ;

16.2.2. The strict rules of evidence;

16.2.3. Immediately and with a view to its being completed within ninety (90) calendar days after it is demanded.

16.2.4. The arbitrator for such arbitration proceedings shall:

16.2.5. If the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Independent Regulatory Board for Auditors (IRBA); or

16.2.6. any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 10 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Law Society of the Northern Provinces; or

- 16.2.7. in the event where the Parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, or any other nature, then the nature of that dispute shall be decided by a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 10 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Law Society of the Northern Provinces.
- 16.3. The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 16.4. The "arbitration" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.
- 16.5. No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17. Breach and specific performance

17.1 In the event of the Influencer and/or Hashtag Viral ("**Defaulting Party**") being in breach of any material provision or term of this Agreement, and fails to remedy such breach within 10 (ten) days of receipt of a written notice requiring it to do so, the other party shall be entitled at its option without prejudice to any other specific remedy or right that it may have under this Agreement –

17.1.1 to uphold this Agreement against the Defaulting Party and sue for specific

performance of the Defaulting Party's obligations to it under this Agreement,

with or without a claim for damages; or

17.1.2. to uphold this Agreement against the Defaulting Party and sue for damages.

18. Limitation of liability

No Party shall be liable to any of the other Parties for any indirect, incidental, special or consequential damages, or for any loss of profits, loss of interest or other financing charges or loss of use, arising from a breach of this Agreement, notwithstanding fault, negligence in whole or in part, strict liability, breach of contract, or otherwise of the Party whose liability to damages is so limited, and shall extend to any liability for damages of the Party arising as a result of any fault, negligence in whole or in part, strict liability, breach of contract, or otherwise of its related entities and its and their directors, officers, and employees.

19. Confidentiality

19.1 The Parties agree -

19.1.1 that any information obtained by any Party to this Agreement in terms, or arising from the implementation, of this Agreement shall be treated as confidential by the Party and shall not be used, divulged or permitted to be divulged to any person not being a Party to this Agreement without the prior written consent of the other Parties;

19.1.2. to -

19.1.2.1 keep confidential all information (written, including information contained in electronic format or oral) concerning the business and affairs of the disclosing Party which it has obtained or received whether pursuant to this Agreement or otherwise ("**the Information**");

19.1.2.2 not without the Disclosing Party's written consent disclose the Information in whole or in part to any other person save those of the

receiving Party's employees and/or Holding Company and/or Subsidiaries, which shall be defined for purpose involved in the implementation, of this Agreement and who have a need to know the same;

19.1.2.3 use this Information solely in connection with this Agreement and not for its own or the benefit of any third party,

save that –

19.1.3 each Party shall be entitled to disclose such Information to such of the employees (which shall include any of its directors) and/or contractors who need to know for the purposes of this Agreement and/or agreed to be disclosed in terms of this Agreement. Before revealing such information to any such employees and/or contractors, it undertakes to procure that the employees and/or contractors are aware of the confidential nature of the information being made available to them;

19.1.4 any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of any Party to this Agreement are listed may be so furnished;

19.1.5 no Party shall be precluded from divulging any information to any person who is negotiating with such Party for the acquisition of an interest in such Party, provided that the person to whom any disclosure is made in the aforesaid circumstances shall first have undertaken in writing not to divulge such information to any other person and to use it only for the purpose of evaluating the Business;

19.1.6 no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it.

- 19.2. Each Party undertakes to the other to make all relevant employees, its Holding Company, Subsidiaries and agents aware of the confidentiality of the Information and the provisions of this clause 20 and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, Holding Company, Subsidiaries and agents with the provisions of this clause 20.
- 19.3 Upon the expiration of this for any reason whatsoever, each Party shall promptly return the information of the other, together with all copies, notes and reproductions in connection with such information to the Disclosing Party.
- 19.4 Furthermore, the Parties shall ensure that the utmost confidentiality is maintained in respect of any matter that may affect Hashtag Viral negatively.
- 19.5 The Parties acknowledge and agree that the provisions of this clause 20 shall survive the termination of this Agreement.

20. Termination

The provisions of this Agreement, other than clauses 1,2,13 and 29 (inclusive), shall terminate on the occurrence of any of the following events –

- 20.1 an effective resolution to wind up Hashtag Viral is passed and registered; or
- 20.2 a binding order is made by a court having jurisdiction for the winding-up of Hashtag Viral; or
- 20.3 all the Parties agree in writing to terminate the provisions of this Agreement.

General

21. Severability

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such

jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

22. ***Domicilium citandi et executandi***

22.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses -

22.1.1 Hashtag Viral -

Cnr Crownwood Road and Northern Parkway

Ormonde

Johannesburg:

email address:

attention:

22.1.2 The Influencer –

physical address: _____

email address: _____

attention: _____

22.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

22.3 Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address or e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) Business Day from the receipt of the notice by the addressee.

22.4 Any notice to a Party -

22.4.1 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

22.4.2 sent by email to its chosen email address stipulated in clause 23.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

22.5 Notwithstanding anything to the contrary herein contained a written notice or /8communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

23. **Entire contract**

This Agreement, read with the MOI, constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.

24. **Variation, cancellation and waiver**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

25. Indulgences

No indulgence granted by a Party shall constitute a waiver of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

26. Cession

Save as expressly provided to the contrary in this Agreement, no Party may cede that Party's rights or delegate that Party's obligations without the prior written consent of the other Parties.

27. Applicable law

This Agreement shall be interpreted and implemented in accordance with the laws of South Africa.

28. Jurisdiction of South African courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) for any proceedings arising out of or in connection with this Agreement.

29. Independent advice

Each of the Parties hereby respectively agrees and acknowledges that –

- 29.1 they have been free to secure independent legal, tax and accounting advice as to the nature and effect of each provision of this Agreement and that it has either

taken such independent legal, tax and accounting advice or has dispensed with the necessity of doing so; and

29.2 each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

SCHEDULE "A"**REMUNERATION RATE**

An Influencer's Remuneration Rate for each post shall be advertised for each specific Campaign prior to the Campaign commencing.

Campaign acceptance by the Influencer means that the Influencer has acknowledged and accepted the remuneration rate for each post as listed on the Campaign.

SCHEDULE “B”

PRIVACY STATEMENT

Introduction

1. This is the privacy statement of Hashtag Viral (Pty) Ltd. (“Hashtag Viral”).

This website <https://hashtagviral.com/page/privacy> (the website is operated by Hashtag Viral). The address of Hashtag Viral is Corner Crownwood Road and Northern Parkway, Ormonde, Johannesburg, South Africa.

References to Hashtag Viral, “we”, “us”, “our” and “ours” in this Privacy Statement means Hashtag Viral.

The terms “you”, “your” and “yours” when used in this Privacy Statement means any User of this website.

2. We may update this Privacy Statement from time to time and publish the amended version on our website. We encourage you to check this page regularly.
3. Our Privacy Statement applies to Hashtag Viral’s website. We are committed to informed and limited collection of essential personal information. In this regard please also refer to our Promotion of Access to Information Act (PAIA) Manual which can be found on this website.

4. Accountability

We take the privacy and protection of your personal information very seriously and will only process your personal information in accordance with the current South African data privacy laws and the terms of this Privacy Statement. Accordingly, the relevant data privacy principles relating to the processing

thereof (including, but not limited to, the collection, handling, transfer, sharing, correction, storage, archiving and deletion) will be applied to any personal information provided by you and/or collected during your visit to our website.

5. **Processing of Personal Information**

Your personal information will only be processed for purposes of a first point of contact or if you have requested us to do so or consented thereto by completing the relevant communication consent on the various services offered by us or our authorised.

We may receive information about you:

- when you contact us directly, either via our website, our Customer Service teams, by e-mail, telephone or via social media, whether to apply for one of our products or services or to make an enquiry or other request;
- from our network of Advertisers;
- from our other related Companies or our carefully selected business partners who provide products and services under one of our brands; or
- Occasionally from other third parties who may lawfully pass your information on to us.

6. **Purpose of Use of Personal Information**

We may use your personal information for a variety of purposes, including:

- to provide or manage any information, products and/or services that you have requested;
- to help us identify you when you contact us;
- for general administration purposes;
- for legal or contractual purposes;

- to help us improve the quality of our products and services;
- to help us detect and prevent fraud and money laundering;
- to help us recover debts;
- to carry out analysis and customer profiling; and
- to identify other products and services which might be of interest to you and to inform you about our products and services specified below.

We may share your personal information for any of these purposes with:

- our other related Companies in South Africa ;
- our carefully selected business partners and Advertisers; and
- our service providers and agents who perform services on our behalf.

We do not share your personal information with any third parties, except if:

- we are obliged to provide such information for legal or regulatory purposes;
- we are required to do so for purposes of existing or future legal proceedings,
- we are selling one or more of our businesses to someone to whom we may transfer our rights under any customer agreement we have with you;
- we are involved in the prevention of fraud, loss, bribery or corruption;
- they perform services and process personal information on our behalf;
- this is required in order to provide or manage any information, products and/or services to you; or
- needed to help us improve the quality of our products and services.

We will send you notifications or communications in the event that we are obliged by law or in terms of our contractual relationship with you.

We will only disclose your personal information to government authorities if we are required to do so by law. Our employees, our Advertiser's and their employees, our agencies and our suppliers are required to adhere to data privacy and confidentiality principles and to attend data privacy training.

We will only transfer your personal information across South African borders if the

relevant situation requires trans-border processing and will do so only in accordance with South African legislative requirements, or if you consent to transfer of your personal information to third parties in foreign countries. We will take steps to ensure that such third parties are bound by laws, binding corporate rules or binding agreements that provide an adequate level of protection and uphold principles for reasonable and lawful processing of personal information.

7. **Additional Contacts (Further processing)**

Your participation is completely voluntary. Should you not consent to the receipt of marketing communications, you can inform us at any time and we will discontinue these services accordingly. If you wish to opt out of such marketing communications, please make use of the “Unsubscribe” option available on the relevant communication or contact our Customer Contact Centre at any time at the Contact Details situated below.

Provided you have consented, we may also pass your information to our related Companies and our other business partners for marketing purposes.

We, and these other parties, may contact you by post, telephone, e-mail, SMS and other electronic means selected by you.

You can also contact us at the Contact Details below if you have previously asked not to receive communications but would now like to hear from us with news on our Company and other associated Services.

8. **The Personal Information we Collect**

The information we collect about you depends on the Services you use and subscribe to. It includes (but is not limited to) the following:

- your name, date of birth, home language, account information and e-mail address.

- your preferences for particular products, services or life style activities when you tell us what they are or when we assume what they are from your various Social Media Platforms.
- your contact with us – such as a note or recording of a call you make to our contact centre and e-mail or letter you sent to us or other records of any contact you have with us.
- your account information – such as phone number, handset type, handset model.
- the phone number that you call or send messages to or post on Social Media Platforms.
- the level of service you receive.
- Your website browsing information (which includes information about the websites you visit, and about how you use our website).

9. **Use and analysis of your personal information:**

We may use and analyse your information to:

- Process the various Campaigns you register for and keep you updated with further Campaigns.
- Keep you informed generally about Campaigns and services by Advertisers.
- Provide the relevant Service or product to you.
- To administer this Website and help us improve our Services.
- Respond to any questions or concerns you may have about using our website and or Services.
- Understand how you use our Services. That way, we can develop more interesting and relevant Services, as well as personalising the Services we offer you.
- Carry out research and statistical analysis including to monitor how our Advertisers and/or Influences use our Services on an anonymous or personal basis.

- Prevent and detect fraud or other crimes, recover debts or trace those who owe us money.
- Provide aggregated reports to third parties (such reports do not contain any information which may identify you as an individual)

The information we use will include your approximate location.

We'll store your information for as long as we have to by law. If there's no legal requirement, we'll only store it for as long as we need it.

10. **Information Quality/Openness/Data Subject Participation**

We strive to maintain the integrity and accuracy of your personal information at all times. You are responsible for informing us of any change in your details, such as a change of address. You have a right to ask us to correct any inaccuracies in the information we hold about you. If your personal information changes at any time or our records appear to be incorrect, please inform us immediately in order that we may update or correct our records accordingly.

You have a right to ask what information we hold about you. For this and a request to correct your personal information held by us, please refer to the PAIA Manual link on our website for the process to be followed or contact us at the Contact Details situated below. Should you have questions, complaints or objections regarding the processing of your personal information, please contact us at the Contact Details situated below, or refer to the PAIA manual.

11. **Security Safeguards**

We continuously implement technical and organisational security measures in order to protect the data we hold against unauthorised access as well as accidental or wilful manipulation, loss or destruction.

12. **Third party information**

If you give us information on behalf of someone else, you confirm to us that you have their permission to do so and that they are aware of the contents of this privacy policy and do not have any objection to our processing their information in accordance with this privacy statement.

If you are under 18 please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

13. **Website security**

We endeavour to keep our website secure at all times, however advise you that we cannot guarantee the security of any information provided to us or by us through our website, e-mail, internet or social media. We cannot be held responsible for any loss or unauthorised use or interception of information transmitted via the internet which is beyond our control.

14. **Third party websites**

Our website may contain links to other websites outside of the BMW Group. We are not responsible for the content, privacy or security of other websites.

15. **Contact Details**

You can contact us in relation to this Privacy Statement policy by writing to us at **info@hashtagviral.com** or by calling our Customer Contact Centre at **?(**
Please provide contact details)

16. **Social Plugins**

We use social plugins of social networks such as Facebook, YouTube, LinkedIn, Google+ and Twitter.

17. **Disclaimer**

Please note that we have no influence on or control over the extent of the data retrieved by the social networks' interfaces and we can accordingly not be held responsible or liable for any processing or use of personal information transmitted via these social plugins. For information on purpose and extent of the data retrieval by the social network concerned, and about the rights and settings possibilities for the protection of your private sphere, please refer to the data protection information provided by the social network in question.

18. **Personal Information we collect using Cookies, Web Beacons and similar Technologies**

We use Cookies, unique identifiers and similar technologies to collect information about the pages you have used. All necessary information about Cookies other technologies and purposes is available at our Cookie Policy.