



## **Duel Platform Terms of Use and Payment Service Terms**

This document sets out the legal agreement governing the use of the Duel platform and, where applicable, the use of Duel's payments service. There are two sections to this document:

- Section A (pages 2 to 16) sets out the general terms of use applicable to all platform members.
- Section B (pages 17 to 27) sets out the service terms applicable to the use of the Duel payments service, as further described therein. These terms apply to both platform members and Brands registered with this service.



## Section A: Duel Platform Terms of Use

These terms of use (Terms) represent a legal agreement between you (you) and Duel Holdings Limited, trading as Duel, of 21 Lombard Street, London, EC3V 9AH (Duel, us or we) for:

- the use of the Duel platform (Platform), whether via our website at [www.duel.tech](http://www.duel.tech) (Site) or a micro-site hyperlink provided by the applicable product brand you agree to engage with (Brand);
- any other mobile applications, websites, products, services or electronic documents offered to you by us,

collectively, the Services.

Access and use of the Services is subject to the relevant terms set out below. By accessing our Platform, creating a user account, using any of the Services, and/or completing the necessary action to confirm acceptance of the Terms, these Terms will be binding upon you.

**We recommend that you print a copy of these Terms for future reference.**

## AGREED TERMS

### 1. Acknowledgements

- 1.1 These Terms apply to the Services, including any updates or supplements to the Site or any Service, unless they come with separate terms which expressly replace these Terms, in which case those terms apply. Certain Services, including competitions operated by Brands, may be subject to additional terms and conditions which shall apply in conjunction with these Terms (and those additional terms shall take precedence if there is a conflict between them and these Terms).
- 1.2 We may change these Terms at any time by posting the latest version on the Platform, or otherwise notifying you via any Service. You may be required to read and accept them to continue your use of the Services and, in any event, your continued use of the Services will constitute your acceptance of the amended Terms.
- 1.3 The terms of the Brand's privacy policy from time to time, available directly from the Brand (Brand's Privacy Policy) shall apply in so far as we process your personal data on behalf of the Brand, in accordance with their instructions. To the extent that we do process your personal data as a data controller, our privacy policy from time to time, available at <https://cdn.duel.me/documents/Duel-Privacy-Policy.pdf>, shall apply. By accessing and using any of the Services, you acknowledge and agree that you have read and accepted our privacy policy and the Brand's Privacy Policy.
- 1.4 We work with a variety of Brands that use and administer the Services to interact with users, for example to offer exclusive promotions and competitions. This may include where the Brand uses the Services or our Platform to contact you about content which you upload or post using Brand hashtags (or other methods of linking your content to Brands) on independent third-party websites or features such as Instagram, Facebook, Twitter, Pinterest and WhatsApp (Third-party Sites). By interacting with these Brands, you agree to accept any terms and conditions including any privacy policies imposed by the Brand and that your data (including personal data) may be shared with the Brands. The Brand and their partners will only contact you regarding other products and services that may be of interest to you if you have given them your permission to do so.

- 1.5 The Site, Platform or any Service may contain links to and content from Third-party Sites. Third-party Sites and content may also feature in images, comments and other materials available via the Services. We may also enable you to share yours and other users' Content on Third-party Sites (such as WhatsApp, Facebook, Twitter and Pinterest). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). Please refer to the Third-party Site provider's terms and conditions and privacy policy for further details.
- 1.6 The Services may enable you to interact with Third-party Sites or features directly, which may require you to login to your account on the Third-party Site or service. You do so at your own risk. Any correspondence and business dealings with third parties via the Services are solely between you and the third party.
- 1.7 You may choose, at your sole and absolute discretion and risk, to use applications that connect your profile on the Services with a third-party service, including but not limited to social networks such as Facebook or Twitter (Third-party Service) and such Third-party Service may interact with, connect to or gather and/or extract information from and to your Service profile. By using such Third-party Services, you acknowledge and agree that you are consenting to information about your profile on the Services being shared and that your use of a Third-party Service may cause personally identifying information to be publicly disclosed and/or associated with you, even if we or the Site/Platform have not provided such information. Please refer to the Third-party Service provider's terms and conditions and privacy policy for further details.
- 1.8 You agree that any communications you submit to us regarding the Services, including but not limited to enquiries, feedback, suggestions, ideas, and other information or materials, shall be non-confidential and shall become our sole property. To the extent legally permissible, you waive any rights you may have in such communications (including but not limited to your intellectual property rights). We shall be entitled to use and share such communications for the purposes of improving our Services and providing better customer support to you and other users.
- 1.9 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. Grant and scope of licence**

- 2.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the Platform, and access the Services, subject to these Terms and any terms imposed by the Brands (including the Brand's Privacy Policy) you interact with. We reserve all other rights.
- 2.2 We reserve the right to modify or terminate any of the Services or your access to any Service for any reason, without notice, at any time, and without liability to you. Where reasonably practicable to do so, we may give prior notice of any material modifications or termination of the Services. You can also deactivate your user account at any point from your account settings.
- 2.3 Your licence to access and use the Services is personal to you and you are responsible for any activity that occurs through your user account. You agree you will not sell, transfer, license or assign your account, submissions, rewards, reward credits, loyalty points or any account rights (or attempt to do any of the same). With the exception of people or businesses that are expressly authorised to create accounts on behalf of their employers or clients, you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

### **3. Licence restrictions**

Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to copy the Platform or any content or materials available via the Site or Services except where such copying is incidental to normal use of the Services, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform or any other Service;
- (c) not to make alterations to, or modifications of, the whole or any part of the Services, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;

- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Platform with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Platform with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the Platform;
- (e) to keep all copies of the Platform secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Platform;
- (f) not to provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service (Technology).

#### **4. Use of the services**

- 4.1 The Services enable you to connect, interact with and submit Content to Brands, which are publicly viewable. In particular, the Services enable you to participate in competitions and promotions hosted by Brands. In the event of submitting YouTube content, you are agreeing to the [YouTube Terms Of Services](#).
- 4.2 You warrant and represent that you have the legal right and capacity to enter into these Terms in your jurisdiction.
- 4.3 You warrant and represent that any data, images, photographs, text, videos, information, logos, representations, comments, links, graphics, and/or other materials, including any username, real name, image, likeness, caption, location or other identifying information you include (Content) that you upload and post via the Services shall be owned by you or licensed to you, and that you have the right to grant the licences set out in clause 6.4 below.

- 4.4 You are responsible for maintaining the security of your user account details, including the username and password. You must not disclose any of the same to a third party. If you become aware, or reasonably suspect, that a third party has obtained access to your user account, you must notify us immediately. We reserve the right to suspend or permanently disable access to any user account we reasonably believe has been shared with, or accessed by, a third party.
- 4.5 You must:
- (a) be at least 13 years of age in order to use the Services;
  - (b) not use the Site, Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform, any Service or any operating system;
  - (c) not infringe our intellectual property rights or those of any third party, in relation to your use of the Site, Platform or any Service, including by the submission of Content, which includes any obligation to gain the consent of a celebrity or public figure in relation to your Content;
  - (d) not transmit or post any Content that is defamatory, offensive or otherwise objectionable, including but not limited to Content that includes anything of a violent, pornographic, discriminatory, unlawful, hateful or sexual nature, in relation to your use of the Site, Platform or any Service;
  - (e) not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services;
  - (f) not use the Services for any illegal purpose or in any way other than in accordance with these Terms. You agree to comply with all laws, rules and regulations applicable to your use of the Services and your Content, including but not limited to, intellectual property laws;
  - (g) be solely responsible for your conduct and any Content that you submit, post or display on or via the Service;
  - (h) comply with any competition or promotional terms which apply to such activities, whether set out in these Terms or separately;
  - (i) not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper;

- (j) not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms or any other terms;
- (k) not use the Site, Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (l) not use any Content posted or owned by others for business purposes or otherwise in any illegal, unauthorised or immoral manner; or
- (m) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

4.6 Violation of these Terms may, in our sole discretion, result in suspension or termination of your user account and access to any or all of the Services. You understand and agree that we cannot and will not be responsible for the Content posted on the Services, or for the conduct of other Service users (including Brands), and your use of the Services is entirely at your own risk.

4.7 We reserve the right to refuse access to any or all of the Services to anyone for any reason at any time.

4.8 We may, but shall have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms. If you become aware of any Content which you believe may violate these Terms, please contact us immediately via the contact form found in our website (<https://www.duel.tech/>) with details.

4.9 You are solely responsible for your interaction with other users of the Services. We reserve the right, but shall have no obligation, to monitor or become involved in disputes between you and other users and take such action as we deem necessary.

4.10 In the event that any of the Services display advertisements and promotions, you hereby agree to the placement of such advertisements and promotions in the Platform and other Services as we see fit. You acknowledge and agree that clicking on any advertisement or promotion may take you to Third-party Sites, for which we do not accept any responsibility.

## **5. Competition terms**



- 5.1 The terms and conditions in this clause 5 apply to any competitions, prize draws or promotions (Competitions) that you may enter into via the Services, except where any such competition or promotion is subject to its own terms and conditions in which case those terms shall take precedence.
- 5.2 In order to enter any Competition, you must be in compliance with these Terms and must meet any eligibility criteria set out in the relevant Competition details. Brands shall have full discretion to declare your Competition entry invalid, even if you are selected as the winner, if it determines that you do not meet the eligibility criteria. You agree that, in the event that you are successful in a Competition, you may be required to prove your eligibility before any prize is issued to you.
- 5.3 You must enter via the method and by the time and date set out in the Competition details. Where entry requires the submission of information, you warrant that all information provided by you shall be complete and accurate. Any submission which is incomplete, late, or otherwise invalid, may be rejected.
- 5.4 Neither we nor the Brand are responsible for any entries that are lost, damaged or delayed in transit, regardless of cause. In the case of any entries that are lost, damaged or delayed in transit, you may, at the Brand's sole discretion, be able to take part again provided you have proof of entering the competition the first time.
- 5.5 Unless otherwise stated in the Competition details, no purchase is necessary and there is no limit of entries per person. Entries on behalf of another person, or joint entries, are not permitted.
- 5.6 The prize (if any) will be as set out in the Competition details. There is no cash alternative and the prize is not negotiable or transferable. The Brand will notify you as soon as practicable if you have won and its decision shall be final.
- 5.7 Where applicable, the notification of the winner shall include instructions for claiming the prize. If you are a winner, you must comply with such instructions. Failure to do so may result in your claim becoming invalid. The prize may not be claimed by a third party on your behalf. We do not accept any responsibility if you are not able to claim and/or use the prize.

- 5.8 Insofar as is permitted by law, we, our agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking part in a Competition and/or taking up the prize. Your participation in a Competition and the provision of prizes is an arrangement between you and the administrator of the Competition and we have no control over Competitions whatsoever.
- 5.9 By entering a Competition, you agree to share the Content submitted in relation to that Competition and your personal information, including but not necessarily limited to your name, location, and age, with the Brand and that the Brand may use such Content and your personal information to announce the winner(s) of the Competition and for other reasonable and related promotional purposes as outlined in the Content submission stage, such as displaying it on their website and/or physical stores, using it in their email marketing and/or posting it onto their social media channels. The Brand will only contact you in relation to other products and services which may be of interest to you provided you have given them consent to do so.
- 5.10 By entering a Competition, you agree that any personal information provided by you with the Competition entry may be held and used by us and/or our suppliers (Compose, Amazon Web Servers, Google Vision, Mandrill), and the Brand. You confirm that you have read and agree to the Brand's Privacy Policy.
- 5.11 The Brand may hold void, suspend, cancel or amend a Competition where it becomes necessary to do so.

## **6. Intellectual property & other rights**

- 6.1 You acknowledge that all intellectual property rights in the Site, Platform and other Services and the Technology anywhere in the world belong to us or our licensors, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform, Site, or the Technology other than the right to use each of them in accordance with these Terms.
- 6.2 You acknowledge that you have no right to have access to the Site or Platform in source-code form.
- 6.3 The Duel name and logo are trademarks of Duel Holdings Limited (Duel), and may not be copied, imitated or used, in whole or in part, without the prior written permission of Duel.

- 6.4 You remain the legal owner of any Content you upload and post via the Services. By uploading your Content via the Services, including but not limited to, Content which you upload or post using Brand hashtags or other methods of linking your Content to Brands, you grant us a non-exclusive, royalty-free, transferable, sub-licenseable, perpetual, worldwide licence to use, adapt, modify, enhance or create derivative works from such Content, subject to these Terms and the Brand's Privacy Policy, as necessary or desirable for the purposes of providing, improving, expanding and promoting the Services and/or the Brand and any other products or services we may offer or provide from time to time. In particular, but without limiting the foregoing, you agree that we may sub-licence the use of your Content to any Brand with which you interact, or any retail partner of such Brand which the Brand will specify at the time of the interaction or in their separate terms and conditions.
- 6.5 You acknowledge and agree that posting any Content via the Services makes such Content publicly available and other users of the Services can view, interact with and share such Content, whether via the Site, the Platform or via Third-party Sites (such as Pinterest, Facebook, Twitter or WhatsApp). We are not responsible for other users' use of the Content and we hereby disclaim any liability in relation to the same.
- 6.6 We do not represent or warrant that the provision of the Services will be uninterrupted or error-free. There will be occasions when the Services may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- 6.7 We reserve the right to remove any Content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations and our contractual obligations with the Brand. We encourage you to maintain your own backup of your Content. You agree that you will not rely on any of the Services for backup or storage purposes. We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content.
- 6.8 Except as otherwise described in the Brand's Privacy Policy, as between you and us, your Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Content.

## **7. Warranties disclaimer**

- 7.1 The Services, including but not limited to, the Platform, the Site, and all content and materials contained or available therein, are provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither we nor any of our group companies, employees, officers or agents, make any representations or warranties of any kind, whether express or implied, as to:
- (a) the Services;
  - (b) the Site content or functionality;
  - (c) the Platform content or functionality;
  - (d) any user Content; or
  - (e) the security associated with the transmission of information to the Site, Platform or via the Services.
- 7.2 We hereby disclaim any and all warranties, whether express or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.
- 7.3 We do not warrant or represent that any of the information available via the Services is accurate or complete. You should not rely on any such information for decision-making purposes.
- 7.4 We do not warrant or represent that your use of the Services is lawful in any particular jurisdiction and you are responsible for ensuring that your access and use of the Services complies with all local laws and regulations. You warrant to us that your activities are lawful in every jurisdiction in which you access or use the Services.

## **8. Limitation of liability**

- 8.1 You acknowledge that the Site, Platform and/or Services have not been developed to meet your individual requirements.
- 8.2 Except in the case of specially designated Brand or business accounts, we only supply the Site, the Platform and Services for domestic and private use and you agree not to use the Platform or any other Service for any commercial, business or resale purposes. In any event, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).

8.3 We shall not be liable to you for any losses, whether in contract, tort, statutory duty or otherwise (including but not limited to direct, indirect, special, incidental or consequential losses or damages), that are directly or indirectly related to:

- (a) your access and use of the Services or that of third parties;
- (b) the Site or Platform content;
- (c) user-based or originating content, including but not limited to Content;
- (d) your inability to use the Services;
- (e) use of your Content by third parties;
- (f) any third party claim of intellectual property infringement in relation to your Content or any other user content;
- (g) any damage to any devices, including any computer, mobile device, or other equipment or technology, including but not limited to any damage which results from any security breach or from any virus, bug, malware or fraud;
- (h) loss of, or damage to, any Content or other data; or
- (i) accuracy of information or results,

whether or not such losses are foreseeable and regardless of whether we have been advised or, or should have known about, the possibility of such damages.

8.4 Subject to clauses 8.2 and 8.3, our maximum aggregate liability under or in connection with this contract (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in condition 8.5.

8.5 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

## **9. Indemnity**

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following:

- (a) your Content or your access to or use of the Services;

- (b) your breach or alleged breach of these Terms;
- (c) your violation of any third-party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights and any obligation to obtain the consent of, or grant payment to, a celebrity or public figure if they are in some way featured as part of your Content; or
- (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.

## **10. Termination**

- 10.1 Without prejudice to our other rights and remedies under these Terms and in law, we may terminate our contract with you immediately by written notice to you:
- (a) if you commit a material or persistent breach of these Terms. For the avoidance of doubt, any breach of clauses 3 or 4 shall be deemed a material breach; or
  - (b) if you breach any of the Licence Restrictions or any provisions of our acceptable use or other community policies.
- 10.2 On termination for any reason:
- (a) all rights granted to you under these Terms shall cease;
  - (b) you must immediately cease all activities authorised by these Terms, including your access to any registered user accounts and/or use of any Services;
  - (c) we may deactivate and/or delete your user account and you agree not to attempt to access your user account, or create any other user account without our prior written consent; and
  - (d) you must immediately remove the Platform from all devices.
- 10.3 You acknowledge and agree that on termination of your rights under these Terms, or otherwise notwithstanding the deletion, deactivation or non-use of your user account, we may continue to store and use your Content in accordance with these Terms and our written agreement with the Brand.

## **11. Communication between us**

- 11.1 If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us via the contact form found in our website (<https://www.duel.tech/>) or by prepaid post to Duel Holdings Limited at 65 Glasshill Street, Unit 101-102, London SE1 0QR. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 11.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us.

## **12. Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

## **13. Other important terms**

- 13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 13.2 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.
- 13.3 These Terms, together with any documents referred to in them constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements between you and us.
- 13.4 No third party shall have the right to enforce any provision in these Terms.
- 13.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.6 Each of the clauses in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

13.7 Please note that the agreement between us, comprising these Terms, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in relation to any claim or dispute arising out of or in connection with it (whether contractual or non-contractual).





## **Section B: Duel Payments Service Terms**

These terms and conditions (“Terms”) govern access to and use of the Duel payments service, enabling Members to engage in promotional activities with Brands and receive commission payments (“Payments Service”) via the Duel platform (“Platform”).

These Terms represent a legal agreement between Duel Holdings Limited, trading as Duel, of 21 Lombard Street, London, EC3V 9AH (Duel, us or we) and you (being either a Brand or Member, as defined below).

### **For Brands:**

For the purposes of these Terms, a “Brand” is a Customer of Duel that has entered into the Duel Subscription Agreement (“Agreement”).

These Terms are supplementary to the Agreement which, save as supplemented and varied herein in relation to the Payments Service, shall remain in full force and effect.

Defined terms used within the “Brand” specific sections of these Terms shall, unless otherwise stated herein, have the meaning given to them in the Agreement.

### **For Members:**

For the purposes of these Terms, a “Member” is an individual user, accessing and using the Duel platform and services in order to interact with Brands, all in accordance with the Duel Platform Terms of Use shown in Section A (“Terms of Use”).

These Terms are supplementary to the Terms of Use which, save as supplemented and varied herein in relation to the Payments Service, shall remain in full force and effect.

Defined terms used within the “Member” specific sections of these Terms shall, unless otherwise stated herein, have the meaning given to them in the Terms of Use.

## AGREED TERMS

### 1. Definitions

In these Terms, the following defined terms shall have the following meanings (unless the context otherwise requires):

**“Promotional Token”** means a promotional code and/or link generated via the Services and made available for the Member to advertise and distribute to third parties;

**“Promotional Transaction”** means a transaction entered into and completed using a Promotional Token and recorded by the Services;

**“Payment”** means a payment owed to a Member by a Brand, representing a fixed amount or percentage for each Promotional Transaction, as determined by the Brand from time to time.

### 2. General

2.1 These Terms apply to the Payments Service only and do not replace either the Duel Subscription Agreement (for Brands) or the Duel Platform Terms of Use (for Members). Additional terms and/or rules of conduct may also apply to the use of the Payments Service from time to time and we shall take reasonable steps to bring these to your attention via the Services.

2.2 We may change these Terms from time to time by publishing the latest version on the Platform, or otherwise notifying you via the Services. You may be required to read and accept them to continue your use of the Payments Service and, in any event, your continued use of the Payments Service (whether or not you have logged into the Platform) will constitute your acceptance of the amended Terms.

### 3. Payments Service

3.1 We will provide the Payments Service in accordance with these Terms unless and until you or we terminate the supply of the Payments Service as set out herein or, in the case of a Member, until you or we delete your account or you otherwise cease to be eligible to access the Payments Service.

3.2 We reserve the right to modify the Payments Service from time to time. Where reasonably practicable to do so, we may give prior notice of any material modifications.

### 4. Intellectual property & other rights

4.1 You acknowledge that all intellectual property rights in the Payments Service

anywhere in the world belong to us or our licensors, that rights in the Platform and Payments Service are licensed (not sold) to you, and that you have no rights in, or to, the Platform or Payments Service (or any part thereof) other than the right to use each of them in accordance with these Terms.

- 4.2 You acknowledge that you have no right to have access to the Platform or any part thereof in source-code form.
- 4.3 The Duel name and logo are trademarks of Duel Holdings Limited (Duel), and may not be copied, imitated or used, in whole or in part, without the prior written permission of Duel.
- 4.4 We do not represent or warrant that the provision of the Payments Service will be uninterrupted or error-free. There will be occasions when the Services may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

## **5. Other important terms**

- 5.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 5.2 You may only transfer your rights or obligations under these Terms to a third party if we agree in writing.
- 5.3 These Terms, together with any documents referred to in them, constitute the entire agreement between you and us and govern your use of the Payments Service.
- 5.4 No third party shall have the right to enforce any provision in these Terms.
- 5.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 5.6 Each of the clauses in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 5.7 Please note that the agreement between us, comprising these Terms, the Agreement or Terms of Use (as applicable) and any documents referred to in

the foregoing, as well as its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in relation to any claim or dispute arising out of or in connection with it (whether contractual or non-contractual).

## **MEMBER TERMS**

The following clauses 6 to 12 apply to Members only.

### **6. Licence to Payments Service**

- 6.1 Your licence to access and use the Payments Service is personal to you and you are responsible for any activity that occurs through your user account. You agree you will not sell, transfer, licence or assign your account, submissions, rewards, reward credits, loyalty points or any account rights (or attempt to do any of the same).
- 6.2 With the exception of people or businesses that are expressly authorised to create accounts on behalf of their employers or clients, you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- 6.3 Your access to and use of the Payments Service is conditional upon the acceptance of your application (or your acceptance of an invite) to act as a Member by one or more Brand(s). We may revoke such access immediately in relation to any one or more Brand(s) where we are instructed to do so by such Brand(s).

### **7. Your status**

- 7.1 You warrant and represent to us that you have the legal right and capacity to enter into these Terms in your jurisdiction. In particular, but without limiting the generality of the previous sentence, you warrant and represent to us that:
- (a) You are at least 18 years of age (or, if higher, the legal age for entering into a legal contract and receiving payments in your jurisdiction);
  - (b) You have a valid, open bank account and Paypal account registered in your own name; and
  - (c) You will provide such information and documentation as we and/or the Brand reasonably require in order to verify your identity and age, including but not limited to a form of photo identification and proof of bank account and/or address.

## 8. Your use of the Payments Service

- 8.1 You agree that, in connection with your access to and use of the Payments Service and distribution of Promotional Tokens, you shall:
- (a) act in accordance with these Terms and all other applicable terms and conditions, usage conditions, acceptable use requirements and Brand engagement requirements;
  - (b) provide all reasonable assistance and information required by Duel and/or the Brand in order to administer the Payments Service, including but not limited to up-to-date payment information, and ensure that all information provided by you is accurate;
  - (c) comply with all applicable laws, rules, regulations and guidelines, including but not limited to influencer advertising rules and guidelines set out by the Advertising Standards Authority (ASA) and Committee of Advertising Practice (CAP) (or regulators of equivalent standing in your jurisdiction);
  - (d) be solely responsible and liable for your conduct and use of the Promotional Tokens;
  - (e) not engage in any unlawful, fraudulent or malicious activity, or otherwise do or omit to do anything that may bring Duel or a Brand into disrepute;
  - (f) not store or transmit any malicious code, including viruses, or harmful data, into the Platform, any Service or any operating system;
  - (g) not attempt to hack into, collect or harvest any information or data from the Payments Service or our systems or attempt to decipher any transmissions to or from the servers running any element of the Payments Service.

## 9. Distribution of Promotional Tokens

- 9.1 You warrant and represent that any data, images, photographs, text, videos, information, logos, representations, comments, links, graphics, and/or other materials, including any username, real name, image, likeness, caption, location or other identifying information you include ("**Content**") that you upload and post in connection or conjunction with any Promotional Tokens and related Brand material shall be owned by you or licensed to you, and that you have the right to use the same as envisaged in these Terms.
- 9.2 You further agree that you shall:
- (a) only post and distribute Promotional Tokens via your own authorised media channels and not via any other means, including but not limited to via general public forums, discount or promotion websites,

or promotional code databases;

- (b) not infringe our intellectual property rights or those of any third party, in relation to your use of the Platform, Payments Service, including by the submission and distribution of Content;
- (c) not transmit or post any Content that is misleading, inaccurate, defamatory, offensive or otherwise objectionable, including but not limited to Content that includes anything of a violent, pornographic, discriminatory, unlawful, hateful or sexual nature;
- (d) not make any promise, warranty or statement in relation to a Brand or its products or services unless specifically authorised to do so by the relevant Brand; and
- (e) not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities.

9.3 You agree to comply with any applicable Third-party Site terms in relation to your distribution and promotion of the Promotional Tokens and any related Content.

## **10. Validity of Promotional Tokens and Promotional Transactions**

10.1 Promotional Tokens, whether made available by a Brand, generated automatically or generated or customised by you via the Platform, may be removed or deactivated at any time in the Brand's sole discretion.

10.2 A Promotional Transaction shall only attract a Payment where it is:

- (a) made via legitimate means by an eligible person using a valid and active Promotional Token;
- (b) made in accordance with any eligibility and other requirements stipulated by the Brand from time to time;
- (c) capable of being tracked and verified by the Brand and by Duel via the Platform. This may be restricted or prevented where a user has tracking and/or cookies disabled or other restrictive software in place, and neither Duel nor the Brand accept any liability for inability to track and verify a Promotional Transaction; and
- (d) not subsequently cancelled, reversed or refunded.

10.3 Each Brand shall have full discretion to declare a Promotional Transaction invalid, provided that it acts reasonably in doing so. No Payment shall be made in respect of an invalid Promotional Transaction. Reasons for doing so may include, but are not limited to, suspected fraudulent distribution and/or

use of Promotional Tokens, abnormal use of a Promotional Token, or a Promotional Token having been deactivated or declared invalid prior to the relevant Promotional Transaction(s) taking place.

- 10.4 You agree not to exploit a Promotional Token, or instruct or permit any third party to do so, via automated means or any other manner deemed fraudulent or improper. Any suspicious activity via a Promotional Token may be reported to a Brand and may result in revocation of your Member status.
- 10.5 The indemnification obligations in clause 9 of the Terms of Use shall apply equally to the performance and enforcement of these Terms.

## **11. Payments**

- 11.1 The rates or means of calculation applicable to Payments are determined by the Brand and shall be as communicated to you from time to time. Where the rate or means of calculation applicable to any Payment changes, such change shall affect any and all Promotional Transactions completed as from the date of the change. Where Payments must be calculated based on Promotional Transactions completed in differing currencies, the Brand shall apply such conversion rate(s) as it sees fit in order to standardise the Promotional Transaction values and calculate the Payment due.
- 11.2 Payments shall be calculated and payable at an interval determined by each applicable Brand, as communicated to you, and will be remitted to you by Duel within a reasonable period of time following our receipt of such Payment. We shall not be required to make any Payment for which we have not received funds from the Brand, or in relation to which there is any dispute.
- 11.3 Unless otherwise agreed, payments shall be issued by Paypal. You agree to provide us with a valid and correct Paypal email address for the receipt of Payments. You are responsible for ensuring that the payment information provided by you is complete, accurate and kept up-to-date. We do not accept any responsibility for failed, uncollected or missing Payments, whether through Paypal or otherwise, caused by the supply of incomplete or incorrect payment information.
- 11.4 You acknowledge and agree that you are engaging in the Services on your own behalf and for your personal gain. Accordingly, you shall be personally liable for any and all taxes and duties, including but not limited to income tax, payable in respect of the Payments received by you.
- 11.5 You warrant, undertake and represent that:
- (a) you are acting independently and shall not make any claim or assertion against Duel and/or a Brand based on employee or worker

status;

- (b) you are appropriately registered for tax purposes and will comply with any accounting, self-assessment, tax return and/or similar filing, submission and payment requirements in your applicable jurisdiction;
- (c) you will comply with any requirements of the Brand regarding documenting and/or evidencing your independent contractor status, including but not limited to, where applicable, the completion of an IR35 determination statement for UK tax purposes and/or completion of a W9 form for US tax purposes; and
- (d) you will seek any and all appropriate accountancy, tax and other compliance advice necessary in connection with you entering into and performing these Terms, and you agree, to the fullest extent permissible by law, to indemnify and hold us harmless from and against any claims, liabilities, losses, and expenses, including any legal or regulatory fines and penalties, reasonable legal fees and costs, arising from or connected to your personal tax position, accounting for tax (or failure to do so), and/or a court or regulator of competent authority determining that Duel is required to account for tax on your behalf.

11.6 If Duel and/or a Brand is or becomes obliged by law to deduct or withhold any sum from the Payments for or on account of tax, it shall be entitled to do so, unless and until you provide all documentary evidence and/or complete such procedural formalities as are necessary to establish an exemption from, or entitlement to a diminution in the amount of, any relevant deduction or withholding.

## **12. Termination**

12.1 In addition to the rights set out in the Terms of Use, and any other rights or remedies we may have, violation of these Terms by you may, in our sole discretion, result in suspension or termination of your user account and access to any or all of the Services.

12.2 On termination for any reason:

- (a) all rights granted to you under these Terms shall cease; and
- (b) you must immediately cease all activities authorised by these Terms, including your use of Promotional Tokens.



## **BRAND TERMS**

The following clauses 13 to 17 apply to Brands only.

### **13. Licence to Payments Service**

Your licence to access and use the Payments Service is made on the same basis and subject to the same conditions as applicable to the Services pursuant to the Agreement. Unless suspended or revoked by Duel, the Payments Service shall remain in place for the duration of the Services and shall cease on expiry or termination of the Agreement for any reason.

### **14. Your use of the Payments Service**

14.1 You agree that you are solely responsible for the appointment of Members, including reviewing applications from potential Members and either accepting or rejecting such applications and satisfying yourself as to the identity and eligibility of the Member. Duel does not accept any responsibility or liability for the conduct of any Member appointed by you.

14.2 In connection with your access to and use of the Payments Service, you undertake that you shall:

- (a) be responsible for any and all promotional activities undertaken in connection with your business, whether or not through the Platform, including the supply, use and distribution of Promotional Tokens;
- (b) make Members aware in writing of any rules, requirements, code of conduct and/or guidelines applicable to their interaction with and promotion of you, your products and/or services, and be responsible for monitoring and enforcing the Members' compliance with the same;
- (c) immediately deactivate any Promotional Token that is no longer valid and, if applicable, notify any affected Members;
- (d) be primarily responsible for tracking and keeping full and accurate records of Promotional Transactions entered into with you and the status of the same; and
- (e) not do or omit to do anything, nor permit any third party to do or omit to do anything, that may block, restrict or inhibit the use of a valid Promotional Token or the tracking and verification of a Promotional Transaction.

14.3 You are responsible for compliance with all applicable laws and regulations in

relation to your dealings with Members and use of the Payments Service, including but not limited to:

- (a) ensuring Member compliance with advertising laws, regulations and standards in relation to promotional activities undertaken on your behalf;
- (b) ensuring compliance with application taxation requirements including, where applicable, verifying, filing and/or recording the Members' tax status, making any necessary withholdings and deductions prior to remittance of Payments, and providing details of the same to Duel and the affected Member(s).

## **15. Promotional Transactions and Payments**

- 15.1 You agree to permit Duel's access to your ecommerce store and system for the purpose of tracking Promotional Transactions.
- 15.2 If, for any reason, you know or suspect that a Promotional Transaction is invalid, incomplete, fraudulent or otherwise ineligible for a Payment, you agree that you are responsible for recording the same and providing details to the Member on request. If a Member raises a complaint or query regarding a withheld, cancelled or voided Payment, you agree to take responsibility for addressing the same and Duel shall have no liability in relation to any dispute as to whether a Payment is due to one of your Members.
- 15.3 You shall be responsible for setting the rate or means of calculation of Payments due to Members for Promotional Transactions. You agree to provide full and complete details of the same via the Payments Service from time to time.
- 15.4 Duel shall produce a statement and invoice for the Payments due to your Members on a recurring basis (at agreed intervals or otherwise as determined by Duel), and issue the same to you based on the information generated through the Platform. Unless otherwise agreed, invoices shall be payable within seven (7) days to the bank account nominated by Duel (as stated in the applicable invoice).

## **16. Duel commission**

- 16.1 In consideration for the provision of the Payments Service, the Brand agrees to pay Duel the rate set out in the applicable order form, provided that if no rate is set out, it shall be equal to 10% of the Payment value ("Commission").
- 16.2 The Commission shall be calculated by reference to the total value of Payments due from the Brand in each invoice issued by Duel in accordance

with clause 15.

- 16.3 The Brand agrees to pay the Commission to Duel in addition to and together with the applicable Payments, in accordance with the payment terms specified in clause 15.4.
- 16.4 The Commission shall be exclusive of VAT or any analogous sales tax which, if applicable, shall be payable by the Brand in addition to and together with such Commission. Where applicable, Duel shall issue a valid VAT invoice to the Brand on request.
- 16.5 If the Brand is or becomes obliged by law to deduct or withhold any sum from the Payments and/or Commission for or on account of tax, it shall increase the amount of the payment in question to an amount which, after making the deduction or withholding for or on account of tax, ensures that the net amount received by Duel is equal to the amount that would have been received had the payment in question not been subject to any deductions or withholdings.

## **17. Consequences of cessation of Payments Service**

- 17.1 On cessation of the Payments Service for any reason:
  - (a) all rights granted to you under these Terms shall cease; and
  - (b) the Brand shall remain liable for and shall immediately pay to Duel any Payments accrued up to the date of cessation, together with the Commission payable to Duel, and any interest or other costs accrued in accordance with these Terms or the Agreement.