

InfluenceHer Collective

influencer agreement

This Influencer Agreement (the “Agreement”) is made by and between Her Campus Media LLC, a Delaware limited liability company with an address of 401 Park Drive, Suite 807, Boston, MA 02215 (“Her Campus”) and the influencer (“you” or “Influencer”). By participating in Her Campus’s InfluenceHer Collective (“IHC”) as determined by your taking part in one or more of the following activities or actions, you are hereby agreeing to the terms and conditions set forth in this Agreement: placing the IHC badge on your blog and/or social media platforms; joining the IHC email list; requesting to join and/or joining the IHC Facebook group; applying for and/or participating in a Client Campaign (as defined below) through the IHC.

1. Definitions. The following terms shall have the following meanings:

“Client” is a brand, company, or entity that may engage Her Campus from time to time to enlist Influencer to promote that brand, company, or entity in ways including but not limited to creating digital, print, or social media content; attending an event; trying out products or services; distributing samples or collateral.

“Campaign” is a particular program for a Client that Influencer participates in through the IHC.

2. Confidentiality. You acknowledge that Her Campus and/or Client(s) may provide confidential and proprietary information to you in connection with your participation in the IHC and/or a Campaign(s), including, but not limited to, new products, services, or initiatives, or other topics. Except as needed to perform your obligations hereunder, you shall keep confidential and not disclose any information contained in or prepared in connection with this Agreement or any Campaign, including, but not limited to, topics, story projects or source information, prior to such information becoming available to the public. You will also keep confidential and not disclose the terms of this Agreement.

3. Protection of Others' Rights.

- a. Influencer will not post content on her blog or social media platforms or take any action that infringes or violates someone else's rights or otherwise violates the law.
- b. Her Campus can require Influencer to remove any content or information Influencer posts on her blog or social media platforms if Her Campus believes that it violates this Influencer Agreement.
- c. If Influencer repeatedly infringes other people's intellectual property rights, Her Campus may remove Influencer from the IHC subject to Her Campus’s sole and absolute discretion.

d. If Influencer collects information from users, Influencer will: obtain their consent, make it clear Influencer (and not Her Campus or its Clients) is the one collecting their information, and post a privacy policy explaining what information Influencer collects and how Influencer will use it.

e. Influencer will not post anyone's identification documents or sensitive financial information on Influencer's blog or social media platforms.

f. Influencer agrees to pay all monies owed to any person or entity as a result of content (including but not limited to text, images, photographs, and musical recordings) that Influencer posts.

4. Client Campaigns.

From time to time, Her Campus may engage Influencer to implement, and Influencer shall implement, a Campaign to promote Her Campus's Client(s) on dates determined by Her Campus and Client(s). Campaign details will be outlined in a "Cheat Sheet" and/or other materials provided to Influencer by Her Campus. In connection with any and all Campaigns, Influencer will at all times act in accordance with Applicable Laws (as defined herein), the terms of this Agreement and any other Campaign-related documentation that Her Campus may provide to you. Once Influencer has confirmed her participation in a Campaign, she may not cancel her participation.

5. Provided Content.

a. License and Permissions

You hereby grant to Her Campus and Clients an irrevocable, worldwide, royalty free, non-exclusive, perpetual license to use, publicly display, distribute, sub-license, modify, use in print, electronic, online or any other medium, and otherwise fully exploit, in whole or in part, any photographs, images, copy, video, postings, messages, materials or any modified version thereof supplied by you to Her Campus and/or Clients or otherwise posted or made publicly available by you that mentions Her Campus and/or Clients or discusses a Campaign (including on your website or in your posts on any website) (collectively, "Provided Content"), without further notice, approval or compensation to you or any third party. In addition, you irrevocably consent to and authorize the worldwide and perpetual use and reuse by Her Campus Clients in any and all media now known or hereafter developed of (a) your name, screen name, social media user names/handles used to post Provided Content, and biographical information, and (b) your likeness, voice, and performance as it appears in any Provided Content.

b. Third-Party Rights

To the extent that you do not control all of the foregoing rights to any element of the Provided Content, you represent and warrant that you have obtained written documentation of all necessary consents, waivers and releases to permit the use of such elements, and to grant the rights set forth herein to Her Campus and Clients. If minors are involved, you represent and warrant that you have obtained the above-mentioned consents, waivers or releases from the minor's parent or legal guardian. You agree that, upon request from Her Campus,

you will provide evidence of such consents, waivers, and releases to Her Campus in the form acceptable to Her Campus.

c. Waiver and Release

You hereby (1) waive any and all rights that you may be afforded by any applicable statute, law or regulation in any way relating to the foregoing, including but not limited to, any right to inspect or approve any use of the foregoing or the materials in or on which they may appear, any right of privacy or publicity, and any copyright or moral right, and (2) release and discharge Her Campus, Clients and their respective parent, subsidiary, and affiliated entities, and each of their licensees, successors, assignees, officers, directors, employees, representatives and agents from any and all claims, actions and liabilities, whether known or unknown, including, but not limited to, claims of publicity or privacy rights violations and libel, that you or your heirs may have by reason of Her Campus's and/or Clients' exercise of the rights granted in this Agreement.

6. Prohibited Content.

Influencer's web and social media properties shall not include any material that is unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.

7. Ownership of Materials.

You agree that, as between you and Her Campus, any copyrights, materials, trademarks, trade names, logos, service marks and/or other indicia of Her Campus or Clients (collectively, the "Marks") and any materials provided to you by Her Campus or its Clients shall be owned exclusively by and shall inure solely to the benefit of Her Campus or Clients. You further agree that you will not claim any right in or to the Marks, or use or modify any Marks without the prior written approval of Her Campus or Clients in each instance.

8. Consideration.

Your participation in the IHC is free of charge to you and to Her Campus. In consideration of your participation in a Campaign, you may receive monetary compensation as determined by Her Campus. You are solely responsible for any taxes that are imposed on you with respect to such compensation, as well as for any costs or expenses you incur in participating in the Campaign. Any monetary compensation will be paid out on Her Campus InfluenceHer Collective payment terms according to the Her Campus InfluenceHer Collective resource hub and contingent upon Her Campus's receipt of payment in full from Client prior to paying you. If a Campaign or your participation in a Campaign is cancelled by Her Campus at any time for any reason, you shall not be entitled to any payment for the Campaign. If Influencer is found to be in breach of this Agreement at any time, Influencer is not entitled to any compensation for Campaigns.

9. Code of Conduct. You agree that you will comply with the following code of conduct in connection with all Campaigns:

- a. State your honest views regarding the Campaign, which must reflect your actual experience, opinions, experience, and beliefs regarding the Client(s) and its products or services.
- b. Make clear that your comments are solely yours, not Client's or Her Campus's.
- c. Clearly and conspicuously disclose your connection with Client (i.e., that you received benefits, such as free product samples for review purposes) any time you make a public statement about Client or its products or services by stating in your post that you were provided free product or payment as the case may be or by using the appropriate hashtag: "#FreeProduct" or #sponsored or such other hashtag(s) Her Campus has instructed you to use. Such disclosures must appear immediately next to each post that is provided further to a Campaign.
- d. Respect the intellectual property rights of others; do not post material unless you have all necessary permissions to do so. Do not post confidential or proprietary information of any party.
- e. Do not make false or unsubstantiated statements about Client, its products or services.
- f. Do not make any statements regarding the products or services of Client's competitors during the Campaign timeframe.
- g. Do not impersonate any other person or entity, actual or fictitious, including by impersonating an employee or consultant of Her Campus or Clients.

10. Compliance with Laws and Policies / Corrective Action.

You agree that you and all Provided Content will fully comply with applicable laws, rules, regulations, and industry guidelines, including but not limited to, the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 255 (collectively, "Applicable Laws"), and will disclose in every communication that mentions Client, that you have received benefits from Client as described herein. You will cooperate with Her Campus and/or Clients in removing or modifying any inappropriate content relating to Client, its products, or the Campaign from your blog, website, social media pages and accounts, or any other media over which you have control.

11. Representations and Warranties.

You represent and warrant that: (a) you have the full power and authority to make this Agreement, and neither this Agreement nor your activity hereunder conflicts with any other obligation on your part; (b) you own or have obtained all necessary rights to make the Provided Content available and to grant the licenses set forth in this letter; (c) you have not entered into, and shall not enter into, any agreement that would interfere with the rights granted herein; (d) the Provided Content does not contain any scandalous, libelous, or unlawful matter, or infringe upon any third party's intellectual or other proprietary rights, such as the rights of privacy and publicity;

(e) all statements made by you reflect your personal experience and honest opinions and belief; and (f) you and the Provided Content will comply with all Applicable Laws.

12. Acknowledgements: You acknowledge that Her Campus and Client may at any time and for any reason (a) modify, suspend, or terminate a Campaign, or your participation in it, (b) use, reject, or edit any Provided Content in any way, including for use in any and all devices, media or modes of communication, whether now known or hereafter created, and (c) take action to remove or disable access to Provided Content, including if such Provided Content is inconsistent with this Agreement.

13. Indemnification: You will indemnify and hold Her Campus and Clients harmless from and against any and all claims, damages, losses, liabilities and costs (including, without limitation, reasonable attorneys' fees) that may be incurred by or asserted or awarded against Her Campus and/or Clients as a result of (a) any of your acts or omissions, (b) your breach of this Agreement, including the representations and warranties set forth herein; (c) any claims arising out of the Provided Content; or (d) your alleged violation of Applicable Laws. Her Campus shall have sole control over the defense and any settlement negotiation or compromise of any such claims. You agree that you will fully cooperate with Her Campus in defending any such claims. This provision shall survive expiration or termination of the Agreement.

14. No Offer of Employment.

Nothing herein shall be construed as constituting an employment agreement or an undertaking by Her Campus or any Client to retain Influencer's services for any stated period of time. Influencer understands and acknowledges that he or she will not receive, nor will he or she be entitled to, any form of compensation from Her Campus whatsoever in connection with Influencer's contribution(s) to Her Campus.

15. Termination.

Influencer's participation in the IHC is entirely voluntary. Influencer may end participation in the IHC at any time by taking all of the following actions, provided that Influencer may not leave the IHC until Influencer has completed her obligations under any Campaigns Influencer is participating in: notifying influencehercollective@hercampus.com of her intent to leave the IHC; removing the IHC badge from her blog and social media platforms; leaving the IHC Facebook group. Her Campus may remove Influencer from the IHC at any time for any or no reason upon immediate notice to Influencer.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with Massachusetts law. Both parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Suffolk County, Massachusetts for any lawsuit filed there by either party arising from or related to this Agreement.

17. Limitation of Liability.

In no event will Her Campus or any Client be liable to Influencer for any lost profits, lost data, costs of procurement of substitute goods or services, or any form of special, incidental, indirect, consequential or

punitive damages of any kind (whether or not foreseeable), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if Her Campus or a Client is informed in advance of the possibility of such damages. Her Campus's and Clients' total liability under this Agreement is limited to the payments received by Influencer from Her Campus hereunder.

18. Entire Agreement.

This Agreement is the entire agreement of the parties and supersedes all other agreements and understandings of the parties, whether written or oral. This Agreement may be amended, modified, or terminated at any time, for any or no reason, subject to Her Campus's sole and absolute discretion, without notice to Influencer.

19. Binding Effect; Assignment.

This Agreement is binding upon your heirs, executors, administrators, and successors to any of your rights granted hereunder. You may not assign any of her obligations under this Agreement, and any such purported assignment shall be null and void. Her Campus may assign this Agreement, including any or all of its rights hereunder, at any time for any or no reason, without notice to Influencer.