

## **EMERGENT Terms of Use**

**Last Updated:** 14-11-2024

Welcome to EMERGENT! These Terms of Use ("Terms") govern your use of our website, services, and products. By accessing or using our services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use our services.

### **1. Acceptance of Terms**

By accessing and using EMERGENT's website and services, you agree to be bound by these Terms and our Privacy Policy, incorporated herein by reference. If you do not agree with these Terms, please refrain from using our website or services.

### **2. Description of Services**

EMERGENT offers influencer recruitment, campaign management, brand deal facilitation, consultancy and account management services. We may add, modify, or discontinue services at any time at our sole discretion without prior notice.

### **3. Eligibility**

You must be at least 18 years old to use our services. By using our services, you confirm that you are of legal age and capable of entering into a binding contract.

### **4. User Obligations**

You agree to:

- Provide accurate, current, and complete information when requested.
- Maintain and promptly update any information to keep it accurate, current, and complete.
- Use our services only for lawful purposes and not for any illegal or unauthorized activities.
- Comply with all applicable laws and regulations while using our services.

## **5. Account Registration and Security**

To access some of our services, you may be required to create an account. You are responsible for maintaining the confidentiality of your account credentials and all activities that occur under your account. Notify us immediately of any unauthorized access or security breach.

## **6. Prohibited Activities**

While using our services, you agree not to:

- Violate any applicable laws or regulations.
- Post or transmit any material that is harmful, obscene, defamatory, threatening, or otherwise objectionable.
- Infringe upon or violate our intellectual property rights or the rights of others.
- Use automated systems (such as bots) to access or use our website or services without permission.
- Attempt to interfere with the security or integrity of our services.

## **7. Fees and Payment**

Fees for our services will be specified in the applicable contract or service agreement. Payment terms, including deadlines and consequences of late payments, will also be outlined in these agreements. EMERGENT reserves the right to change its pricing and payment structure upon prior notice.

## **8. Intellectual Property Rights**

All content on our website and services, including but not limited to text, graphics, logos, and software, is the property of EMERGENT or its content suppliers and is protected by intellectual property laws. You may not reproduce, distribute, or modify any content without our prior written consent.

## **9. Confidentiality**

Any non-public, confidential, or proprietary information shared between you and EMERGENT in connection with our services must be treated as confidential and should not be disclosed to any third party without express written consent.

## **10. Third-Party Links**

Our website and services may contain links to third-party websites. These links are provided for convenience only, and we do not endorse or assume any responsibility for the content, products, or services offered by these third-party websites.

## **11. Termination**

We reserve the right to terminate or suspend your access to our services, with or without cause or notice, at any time. Upon termination, all provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **12. Disclaimers and Limitation of Liability**

Our services are provided "as is" and "as available" without warranties of any kind. We do not guarantee the accuracy, completeness, or reliability of any information provided.

To the maximum extent permitted by law, EMERGENT shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of our services.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless EMERGENT, its affiliates, and employees from any and all claims, damages, and expenses, including attorneys' fees, arising from your use of our services or violation of these Terms.

## **14. Governing Law and Dispute Resolution**

These Terms are governed by and construed in accordance with the laws of Denmark and the European Union. Any dispute arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the courts located in Aarhus, Denmark.

## **15. Changes to the Terms**

We reserve the right to modify these Terms at any time. We will notify you of significant changes by posting the updated Terms on our website. Continued use of our services after such changes will constitute your consent to the revised Terms.

## 16. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at:

**Email:** [contact@useemergentagency.com](mailto:contact@useemergentagency.com)

**Address:** Gubsøtoften, Silkeborg, Denmark

Thank you for choosing EMERGENT! Your use of our services signifies your acceptance of these Terms of Use.